

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

Rental Housing Committee Petition No.:	C24250022 and C24250023
Type of Petition:	Petition A and Petition B
Address of Rental Property:	100 Whisman Rd.
Subject Unit(s):	██████
Petitioner Name(s) and Authorized Representative(s):	Mary Ann Washington, tenant, and Allysyn Martinez, Esq. of CLSEPA
Respondent Name(s) and Authorized Representative(s):	SI VI, LLC (owner) through Greystar, property manager represented by DeAnna Verduzco, and counsel, Andrew Van Slyke, SpencerFane LLP
Date of Prehearing Meeting:	December 2, 2024
Date of Hearing:	January 14, 2025
Place of Hearing:	Zoom
Date Hearing Record Closed:	January 23, 2025
Date of Decision:	May 2, 2025
Date of Mailing:	May 6, 2025
Hearing Officer:	E. Alexandra DeLateur

I. STATEMENT OF THE CASE

1. The petition was filed with the City and served on landlords on or about October 3, 2024, which raised several issues, including collection of unlawful rent, failure to maintain habitable premises, and reduction or elimination of housing services or maintenance based on a number of requested repairs regarding Petitioner’s rental premises at 100 Whisman Rd., ██████, Mountain View, California (“Unit”).

2. The petition was accepted by the Rent Stabilization Division on behalf of the Rental Housing Committee (RHC) on or about November 5, 2024. A prehearing date was set for November 27, 2024.
3. A Notice of Prehearing Meeting and Hearing Date was served on November 14, 2024 setting the prehearing date on November 27, 2024 and tentative hearing date on January 7, 2025.
4. A Notice of Postponement was served on November 14, 2024, granting Respondent's request for postponement and the prehearing was re-set for December 2, 2024.
5. Pursuant to the discussions at the prehearing on December 2, 2024, the hearing was postponed to January 14, 2025 at 10:00 a.m. to allow the parties to submit briefs prior to the hearing and otherwise prepare more fully. A Prehearing Summary and Order was served on December 3, 2024 which addressed a) accommodations regarding breaks during the Zoom hearing for the Petitioner's needs and comfort, b) setting a briefing schedule for legal briefs with a due date of December 18, 2024, and c) disclosure of witnesses expected to testify at hearing no later than December 18, 2024.
6. Respondent-Landlord submitted a Response to petition and Legal Brief which was filed with the City on or about December 18, 2024.
7. Petitioner submitted a Legal Brief with the City on or about December 18, 2024.
8. Petitioner requested that a minor witness for the Petitioner be excused from attending the hearing and that she be allowed to submit a statement in lieu of live testimony subject to cross-examination. That request was granted in a Second Prehearing Order served on January 8, 2025.
9. The Hearing was held on January 14, 2025 via the Zoom online meeting platform and all parties were offered an opportunity to fully present their arguments and evidence. In accordance with the Petitioner's request and the Prehearing Summary and Order, the hearing was conducted with short breaks each hour and a longer break in the middle to allow everyone to stretch, grab a snack, or attend to necessary tasks. The evidentiary record was held open through January 23, 2025 to allow all parties to submit specific evidence as recited in the Post-hearing Order served January 16, 2025.
10. The Hearing Record closed on January 23, 2025. However, the record was re-opened on February 28, 2025 pursuant to a Second Post-hearing Order to allow for admission of additional evidence timely submitted by the parties but inadvertently not shared with the hearing officer or other parties. Both Petitioner and Respondent submitted short responses to the post-hearing evidence submitted to the hearing officer. Pursuant to the Second Post-hearing Order, the record closed on March 12, 2025.

II. PARTICIPANTS AT THE HEARING

1. The Petitioner-Tenant, Mary Ann Washington, appeared. Deborah Thomas, who is Ms. Washington's sister and in-home caretaker, also appeared. Attorney Alysyn Martinez, Esq. of Community Legal Services in East Palo Alto ("CLSEPA") appeared on behalf of Ms. Washington. Ms. Washington also submitted a written statement in lieu of live testimony from her adopted minor daughter.
2. The Respondent-Landlord, SI VI, LLC (owner) appeared through DeAnna Verduzco of Greystar Property Management, property manager for the subject property, and were represented by attorney Andrew Van Slyke, of SpencerFane LLP. Several additional employees of Greystar Property Management attended and testified during the hearing: Chelsea Araujo, Heather Austin, and Danny Espinoza.
3. JoAnn Pham, Analyst I, of Rent Stabilization Division for the City of Mountain View also attended.

III. SUMMARY OF FINDINGS

1. After consideration of the testimony and other evidence presented, the Petitioner is awarded \$5,172.15.00 through January 2025 for the persistent toilet clogging and \$5,360.95 through January 2025 for the leaky dining room window that should have been better addressed by Respondent as a maintenance matter. The Petitioner proved by a preponderance of the evidence that she made repeated and reasonable requests for the Respondent to fix the sewer line and toilet to prevent clogging and also that the window leaked despite being replaced so there was an evident issue with the installation.
2. There is also awarded an additional rent reduction of four percent (4%), or \$126.15 per month for the toilet issue and two percent (2%), or \$63.07 per month for the window issue that will continue until the matters are properly corrected.
3. Petitioner did not meet her burden to show that any habitability conditions exist such that the Respondent would be out of substantial compliance with the CSFRA. Therefore, no rent increases for 2021, 2022, and 2023 were invalidated.
4. Additionally, the claims for other maintenance issues were not proven.
5. The hearing officer has limited jurisdiction and is not authorized to make any determinations regarding housing discrimination under federal or state laws.
6. Likewise, the hearing officer's authority is limited to claims under the CSFRA after the law took effect on December 23, 2016 so she cannot consider the claim for utilities reimbursements prior to that date.

IV. SUMMARY OF THE EVIDENCE AND FINDING OF FACTS

General Information

Petitioner moved into the property known as Central Whisman Station on January 4, 1979, and has resided in several units over the years. She moved into her current Unit # [REDACTED], a three-bedroom, two-bathroom model on the ground floor, sometime in 2004 after the Unit had been remodeled. Therefore, she had been in this Unit for about 20 years at the time the Petition was filed. The Petitioner entered into her most recent Lease agreement for the Unit on about January 18, 2022 for a term of one year, December 11, 2021 to December 10, 2022, ("Lease") with a monthly premises rent of \$2,675.33 plus monthly utilities charged pursuant to a ratio utility billing system (RUBS). RUBS is used when the individual units in a building do not have their own utility meters, so the management divides the cost of utilities among the tenants in the building and the landlord (for common areas) pursuant to a formula. The Respondent charged Petitioner for water, sewer, trash, and gas for hot water. The Utility Addendum to the Lease states that the tenant must set up an account for direct electricity service, internet services, and cable TV. No other leases were offered into evidence.

Petitioner's rent increased over the years. In the Petition, Petitioner listed current rent as \$3,153.75 which is comprised of premises rent of \$2,949.56¹ plus utilities for August 2024 (the most recent month's utility costs prior to filing the Petition).

Petitioner and Deborah Thomas, her IHSS caretaker and sister, are listed on the Lease as tenants. Petitioner's minor adopted daughter also resides with them.

Pursuant to the "Community Portal" submission from the City regarding registration and payment of the rental housing fee, as of December 2024, the Respondent is current on all fees and has paid all prior years since the inception of the CSFRA. Also, the Multi-Family Housing Inspection Reports submitted by the City indicate that there were no violations noted over many years through 2022 and no outstanding violations at the time the Petition was filed.

Despite the records from the Multi-Family Housing Inspection reports, the Petitioner asserts that the Unit had multiple significant habitability issues and lack of repairs rendering the Respondent non-compliant under the CSFRA. Petitioner alleges that the Unit suffers from the following habitability issues: infestation of roaches and spiders, flooding/water encroachment from the shower, repeated toilet clogs, damage from a flooded bathroom above the Unit,

¹ Respondent provided copies of the rent increase Attachments served on Petitioner from 2015 through 2024. Each increase complies with the basic requirements of the CSFRA for increases in premises rent. Petitioner is not asserting any noncompliance regarding the rent increases. She has solely asserted noncompliance regarding the habitability, health, and safety laws.

sewage overflows outside near the Unit's windows and walkway, damaged baseboards, large gaps around the bottom and sides of the front door, and a leaky dining room window.

Furthermore, Petitioner described the following additional reductions in services that affect her unit: broken cabinets in the kitchen, a lack of secure area for holding residents' packages which allows the packages to be stolen, and a change in the online tenant portal which does not allow her to access prior leases, older payment/ledger records, or maintenance requests that she could access through a prior tenant portal. Although it is unclear whether the issue falls within the types of claims a tenant may assert under the CSFRA, Petitioner also raised an issue regarding overbilling for PG&E services based on a past cross-metering mistake when the Respondent renovated part of the building.

In response to requests to cooperate with the Respondent's maintenance team and contractors who seek to treat for pests, Petitioner argued that her health does not allow her to perform certain duties, such as packing and moving her kitchen contents, and that she cannot be exposed to pest control chemicals. She has requested a reasonable accommodation in the form of either (1) the Respondent supplying and paying for all the labor involved in preparing for pest treatments or (2) the Respondent moving her to a new unit in the same building at no cost to her. In support of her requests, Petitioner provided copies of several letters from her primary care physician.

Petitioner and Respondent both described the process for maintenance requests at the property. The tenant portal allows a tenant to submit a maintenance request and describe the problem or complaint. Mr. Espinoza explained that the YARDI system alerts him to a request, and he assigns workers from his maintenance team to address the request. Once the team member(s) report that they have done whatever they can, the request is marked "done" which means that the request is closed in their system. "Done" is not synonymous with "resolved to the tenant's satisfaction." Petitioner stated that, in contrast with a prior tenant portal, she cannot track her maintenance requests in the current portal once they are submitted.

Respondent presented evidence in the form of maintenance records, emails, and letters to show that they are responsive to their tenants, including addressing maintenance requests and reasonable concerns. Respondent presented evidence that they sent maintenance personnel to the Unit many times and also hired professional pest control services to address the complaints. They assert that they were in compliance with the CSFRA and have provided all legally required services and maintenance such that there was no habitability problem or reduction in services. Furthermore, Respondent asserts that they have engaged with Petitioner regarding her concerns and complied with the law regarding reasonable accommodations for tenants.

Unlawful Rent

Petitioner challenged the rent increases for 2021, 2022, and 2023 on the grounds that the Respondent was not in substantial compliance with the CSFRA regarding providing a habitable unit pursuant to Section 1707(f), 1710(b) and 1714(a). Petitioner stated at the hearing that she was not challenging the technical form or substance of the rent increases imposed for those years. The most current lease was entered into on January 18, 2022 but the Petitioner's tenancy in this Unit commenced in 2004. The lease provided for premises rent plus utilities allocated among the tenants and the landlord each month (a ratio utilities billing system or "RUBS"). In May of 2017, the tenancy received a rent roll back as required under the CSFRA to \$2,299.00. The *premises* rent was subsequently lawfully increased from \$2,299.00 to with an effective date The evidence showed that the *premises* rent increased from \$2,622.87 to \$2377.17 effective September 1, 2017. It then increased from \$2377.17 to \$2462.75 effective September 1, 2018. It then increased from \$2462.75 to \$2548.95 effective September 1, 2019. It then increased from \$2548.95 to \$2622.87 effective November 1, 2020. \$2,675.33 effective December 1, 2021. It then increased from \$2,675.33 to \$2,809.10 effective December 1, 2022. Subsequently, the premises rent increased from \$2,809.10 to \$2,949.56 effective July 1, 2024. Since the instant Petition was filed after December 18, 2023, the decision will address only *premises* rent.²

This tenancy commenced prior to October 19, 2015. According to the CSFRA provisions, the Base Rent for this Unit is computed by determining the rent in effect and actually paid to the landlord, on October 19, 2015. The *premises* rent on that date was \$2,299.00.

Habitability

Each habitability condition raised by the Petitioner will be described separately.

- A. Infestation of Roaches and Spiders
- B. Flooding/Water Encroachment from the Shower
- C. Repeated Toilet Clogs
- D. Flooded Master Bathroom
- E. Sewage Overflows Outside near the Unit's Windows and Walkway
- F. Damaged Baseboards
- G. Large Gaps around the Bottom and Sides of the Front Door
- H. Leaky Dining Room Window

² Per the CSFRA Regulations, Chapter 13, RUBS will be phased out soon. Landlords are required to file a One-Time Utility Adjustment (OTUA) Petition to transition their properties away from RUBS. As such, this decision addresses only the premises rent, not any Utility Charges billed through RUBS.

A. Infestation of Spiders and Roaches³

Petitioner presented testimony that she noticed an infestation of roaches in her kitchen in June 2021. She also testified that ants and spiders entered the unit through the windows and doors that did not seal properly. Starting in October 2021, she made numerous complaints to the Respondent asking for treatment for her Unit and the adjacent units. She testified that the tenants in the upstairs unit seemed to be connected to the increase in roaches. However, Petitioner presented no evidence to establish such a connection.

Spiders:

According to Petitioner, the spiders entered through an ill-fitting screen in a bedroom and the “large gap” under the front door where the weatherstripping was missing and the floor was not level. The parties agree that the Respondent sent maintenance personnel to the Unit to investigate the problems, and they added weatherstripping to the bottom of the door. However, Petitioner claims that there is a visible gap below the door that cannot be fixed because the floor is not level. She stated that the bedroom window does not fully close, allowing insects into the Unit. She has asked the landscaping service to spray for insects outside the window and furthermore asked them to trim the shrubs near the window to make it more difficult for them to reach the window. The testimony from Petitioner was that the door will never be adequately sealed in her mind because of the floor being unlevel.

Roaches:

All parties agree that the Respondent hired a pest control company to treat Petitioner’s Unit several times over a period from October 2021 to about August 2022. Presumably, each treatment in the kitchen necessitated preparation by someone because the kitchen had to be packed up. Ms. Thomas testified that the kitchen was packed up twice for treatment. It is unclear why the kitchen would not have been packed up seven times if the Unit had been treated seven times in the past. Additionally, residents are required to vacate the Unit for a period of two to four hours to allow the pesticides to dissipate before the residents return to the Unit. She stated that the situation got better for a month or two but then she saw roaches and spiders again. She testified that she saw two to three roaches per month, although it had been worse in the past. Respondent’s records show that there were no maintenance requests regarding insects from August

³ At some point, Petitioner mentioned ants entering the Unit, but there was no testimony or other evidence regarding an ant infestation.

2022 to September 2023. Ms. Washington included this explanation in an email dated September 12, 2023:

"In between 8/25/2022 and 8/1/2023 I became exhausted with emptying my cabinets and spraying and leaving my apartments for 3 hours at a time. My health just won't let me do this anymore and I can't take the smell of the chemicals being sprayed." (Petitioner's Exhibit #14.)

Subsequently, Petitioner made more complaints. Petitioner further testified that her daughter was extremely scared of any insects and got upset if she saw one in the Unit. Respondent hired Orkin to treat the Unit for pests, but they were refused entry into Petitioner's Unit on September 5, 2023. Petitioner submitted several letters from her primary care physician to support her refusal to (1) pack up her kitchen for treatments, and (2) allow any chemical pest control treatments. (See Petitioner's Exhibits #8, 9, and 26f.) According to the Respondent's witnesses, Ms. Verduzco and Ms. Araujo, they tried on approximately five (5) separate occasions to gain entry for the purpose of pest control treatments and were permitted entry only once between September 2023 and the date of the hearing . In the September 12, 2023 email, Petitioner explained an additional reason for her reluctance to allow pest control treatments:

"After speaking with the Pest control technician regarding the spraying that was going to take place, I asked him will he be spraying upstairs and he told me No. I asked him would it be effective for him to spray in my place and not upstairs and he told No. He said in order for the spray to be effective both units would require spraying at the same time and he didn't have a notice to spray upstairs. Also, there was a notice that went around to the neighboring apartments before indication that they would be spraying, but it have not seem to help. [faithful to the original document]" (Petitioner's Exhibit #14.)

Rather than coordinate with the management, Petitioner undertook to speak with the onsite pest control worker. Whether the information he shared was accurate is unclear. Only the management would know for sure what the treatment schedule was for the other units in the building. In fact, the evidence suggests that other units were routinely treated as described in the testimony of Ms. Verduzco, onsite manager.

Since Petitioner experienced several serious medical conditions and was hospitalized for about six months, she testified that she cannot do physical labor to prepare for further pest control treatments nor can she be exposed to chemicals used in those treatments. Spray treatments and traps include pesticides. Petitioner provided a letter from her primary care physician dated November 15, 2023, stating that she should move to a new

unit rather than be exposed to chemicals for pest control treatment. (Petitioner's Exhibit #8.) In another letter dated June 19, 2024, Petitioner's doctor recommended that the management move the Petitioner to "another unit free from pests."⁴ (Petitioner's Exhibit #9.)

Respondent showed that they had attempted to schedule pest control contractors to enter Petitioner's unit, but that Petitioner refused to cooperate with them. The Respondent states that Petitioner alleged that there must be a way to treat the problem without chemicals or the necessity of packing up the kitchen. Respondent showed that all the surrounding units have been treated. Respondent was concerned that some insects or eggs could survive in Petitioner's Unit if it were not treated. According to Ms. Verduzco, the Respondent's usual pest control vendor, Orkin, recommended a six-week treatment plan with one treatment per week for Petitioner's Unit and its neighboring units. It was unclear if all the treatments involved spraying inside the units as bait traps might be part of that recommended plan.

The testimony and evidence submitted for the hearing clearly showed that Petitioner requested a non-chemical pest treatment for the roaches, but did not specify either (1) the exact chemicals to avoid, or (2) a suggested alternative method.

The hearing officer requested information on available alternative treatments for roaches. Respondent submitted an email from Banner Pest Control stating that all known treatments involve pesticides. Petitioner submitted information to the contrary from websites offering high heat treatments that have been successful regarding bedbugs but are more controversial regarding cockroaches. It appears that this information is the first time Petitioner has suggested alternative treatments. Respondent argued in its post-hearing response that its local contracted vendors have a better sense of whether there are effective alternative roach treatments for *this property* than the companies quoted by the Petitioner who are dealing with generalities. Therefore, Respondent relies on the opinions of Orkin and Banner Pest Control who insist the chemical regimen is the best course of action.

Petitioner and Respondent engaged in much detailed correspondence regarding the problem, and relevant portions will be referenced. In that correspondence, the parties address their duties and responsibilities under tenant and landlord law as well as their duties and responsibilities based on fair housing and disability law. One of the duties of a tenant is to report maintenance and habitability issues to their landlord *and give the*

⁴ Although the doctor includes her opinion that the pest infestation is intractable, there is no foundation for her opinion since she does not recite that she inspected the home or based her conclusion on any other evidence than Petitioner's statements. The November letter also included requests for accommodations for grab bars and additional weatherstripping on the door.

landlord an opportunity to correct them. Essentially, Petitioner seeks to be excused from her duty to allow the landlord a reasonable opportunity to correct based on her disabilities.

Ms. Verduzco responded to Ms. Washington in an email dated July 9, 2024 where the Respondent offered to provide Petitioner assistance in order to complete the pest treatments:

*“...**Roaches**- We understand the urgency of addressing pest control in your unit. We have scheduled pest services onsite every Thursday (excluding holidays) and would appreciate your permission to treat your unit this week. We have designated a respite area for you during the treatment process and can assist with prepping your unit if needed. Please let us know if we have your permission to enter your home for treatment....”*(Petitioner’s Exhibit #14.)

In earlier correspondence between Petitioner and Respondent, Respondent had not offered assistance, but they ultimately offered a temporary living arrangement or “respite area” either in the rental office or a vacant unit, for the four to six hours needed to complete the treatment (see Respondent’s Exhibit #6) and they offered help with the preparations. They were rebuffed.

Petitioner’s stance boiled down to a few points. She wanted the Respondent to provide labor and pay for preparations if needed, but she did not consent to the chemical treatments due to her sensitive health conditions. The caretaker, Ms. Thomas, testified that she is unwilling to pack up the kitchen and other preparatory work for treatments because she had done it twice before and felt the treatments do no good. Ms. Thomas further testified that her job as a caretaker is to care for her patient, Ms. Washington, not to do chores in the residence. However, Ms. Thomas is also on the Lease as a co-tenant with Ms. Washington. It is noteworthy that Ms. Thomas is an older adult herself. Ms. Washington alleged that the Americans with Disabilities Act and California laws meant that the Respondent was liable for making her Unit bug-free but must find a way to do it without pesticides, contrary to the standard practice in the pest control industry.

In several of the emails (for ex. September 14, 2023, October 11, 2023) and in her ADA Grievance form (Petitioner’s Exhibit #3 - attachments to the Petition), Petitioner requested that the management approve her to move to a new unit, specifically [REDACTED] next door that was becoming vacant in the same building. (Petitioner’s Exhibit #14.) In correspondence dated September 14, 2023, and July 9, 2024⁵, Respondent declined to approve the request, in part because of the potential of transporting bugs or eggs in

⁵ There may be additional correspondence repeating the points as there was a large volume of correspondence between the parties.

Petitioner's untreated personal property. (Petitioner's Exhibit #14.) Petitioner did not rebut the validity of Respondent's concerns. She simply repeated that she wanted to transfer units. Based upon the testimony and documentary evidence, if the new unit is in the same building and the current unit is not treated by the pest control contractor, there is a good chance that some roaches and spiders will reappear in the new unit. (Petitioner's Exhibit #14 and Respondent's Exhibit #6.)

B. Flooding/Water leaking from the Master Bath Shower and Request for Grab Bars

Petitioner testified that she uses a shower chair to bathe in her master bathroom and that the water has been leaking onto the floor since 2018 or 2019 because of the ill-fitting shower doors. Petitioner stated, in part, in an email dated July 9, 2024, "Regarding my shower I'm not asking for a remodification. I'm asking for the shower to be replaced due to normal wear and tear. The water keeps coming out of the shower on to the floor." (Petitioner's Exhibit #14.) She also mentioned that there had been a flood from an upstairs unit that caused the walls to get wet and deteriorate so they are soft and unhealthy (see discussion below). The parties agree that there was a small issue regarding the shower door rollers that made it more difficult to slide. However, that issue was fixed and is no longer part of the Petition.

Around September or October 2024, Danny Espinoza, a maintenance person for Greystar, responded to a request for maintenance by testing the shower doors by running the shower for about five minutes, including directing the water at the doors. They did not detect any leaks at the time. Respondent submitted a video of the shower water hitting the shower doors and running down into the shower without leaking. (Respondent's Exhibit #12a, b, & c.) Petitioner argues that the water deflected from her body in the shower chair hits the doors differently than the water spray in the test. She argues that the problem with the doors causes water to leak onto the floor, which is a dangerous slip hazard. Mr. Bruce Barsi, a contractor helping the Petitioner with the grab bar issue, stated in an email, "I looked briefly at the shower and the door does not line up properly which results in a gap between the door and the wall when it is closed allowing water to escape onto the floor. I did note that the shower doors are older and worn and may be in need of replacement." Mr. Barsi's observations do not square with the video evidence; however, the video is accorded more weight as it involved an actual test of the water contacting the shower doors.

Petitioner also requested a reasonable modification for installation of grab bars on November 15, 2023 through her doctor's letter. (Petitioner's Exhibit #8.) The request was granted in a letter from the Respondent dated December 1, 2023. (Respondent's Exhibit #6.) Installation requires coordination with a third-party construction contractor. The Respondent's maintenance crew does not perform the installation. Since Petitioner

sought to have the Respondent either replace the shower and pay for the installation of the grab bars or move her to a different unit, grab bars were not in place at the time of the hearing even though the Respondent granted Petitioner's request for grab bar and explained the process in writing.

As mentioned at the commencement of this decision, this hearing officer is not authorized to determine the fair housing questions and will not decide whether the fair housing laws were violated regarding shower grab bars.

C. Repeated Toilet Clogs

Petitioner testified that the toilet in the master bedroom repeatedly clogged over the year prior to the Petition, despite several visits from the maintenance crew to unplug the line. She asserts that the toilets lack sufficient flushing pressure to clear the lines effectively. Petitioner submitted maintenance requests in September 2021, October 2022, February 2022, December 2022, November 2023, September and October 2024 listing all of the following issues with the toilet: insufficient toilet pressure, "running", a broken handle, and clogging. (Respondent's Exhibit #11.) Mr. Espinoza testified that the maintenance crew responded and replaced a valve in the toilet, increasing the water flow and pressure. Records show that the line was snaked, and the pump fixed.

Ms. Thomas also testified that she has had problems with the toilet in the hall bathroom clogging on and off for about a year. She stated that she had to plunge the toilet one to two times per day. She acknowledged that Respondent sent out maintenance personnel to deal with the problem on several occasions. However, Petitioner and Ms. Thomas stated that the problem has not been fixed.

D. Flooded Master Bathroom

Petitioner testified that her master bathroom flooded when the upstairs tenants' toilet overflowed in May 2022, sending cascades of water into her Unit. When the Respondent's team came to inspect and dry out the flood, a third-party maintenance worker cut a hole in her wall. She stated that she could see the wall was wet all the way through. She feels that the shower walls were affected by the moisture and remain weakened. There was little evidence presented about this incident. The testimony presented indicates that Respondent immediately inspected and treated the flooded bathroom. There are no maintenance records showing any follow-up complaints about the effects of the flood, except for two references: in the discussion of installation of grab bars (Petitioner asserts the walls are weak) and the request for replacement of the base boards (Petitioner asserts they were damaged by the flood).

E. Sewage Overflows Outside near the Unit's Windows and Walkway

Petitioner testified that there is a sewer cleanout in the garden near her window and walkway to her door. A photo shows that there is a clean out in the garden area. (Petitioner's Exhibit 26d.) She described an incident where the sewer water with waste and toilet paper overflowed, covering her walkway and stinking. She also stated that the clean out was not covered. She alleges that a third-party service worked on some tree roots that interfered with the sewer line, but did not clean up and sanitize the area. Maintenance records show that Petitioner placed a maintenance request about the incident on August 23, 2023 which stated that the area has been left in an unsanitary condition for six months. (See Respondent's Exhibit #11.) In an email to Mr. VanSlyke dated August 12, 2024, Petitioner wrote that the overflow issue was ongoing and had happened at least five (5) times. (See Petitioner's Exhibit #11.)

Mr. Espinoza testified that any sewer connection overflow was always managed by a competent third-party vendor and that the area is immediately sanitized for everyone's safety. He was not aware of any problem involving tree roots and the clean out. He has been employed at the property for five years and did not know of any incidents with the clean out near this Unit overflowing. Rather, there had been one incident with another clean out on the other side of the building.

F. Damaged Baseboards

Petitioner has asserted the baseboards in the entire Unit need to be replaced because they are "chewed up" and water damaged in the master bathroom. She has resided in the Unit for about 20 years so there will be wear and tear on walls, flooring, baseboards, etc. She complained about the baseboards verbally when Mr. Espinoza came to address another issue, and his team ultimately replaced some vinyl baseboards in the bathroom and wooden baseboards in the hallway. The photos submitted by Petitioner show areas where the walls meet the carpet where the baseboards are missing rather than damaged. It is unclear who removed them or why. According to the testimony of Mr. Espinoza and the maintenance records, Respondent replaced all the baseboards that Petitioner asked to have replaced. (See Respondent's Exhibit #11.)

G. Large Gaps around the Bottom and Sides of the Front Door

Petitioner made several maintenance requests regarding her front door. She complained that there continues to be a large gap between the door and the floor which allows (1) insects to enter the Unit and (2) cold drafts to come into the Unit. As discussed above with regard to insects, she said that the gap was so large that one could see daylight under the door from across the room. She also described her failing health making her particularly sensitive to cold and drafts. Petitioner made her first request regarding the gap under the door on June 23, 2022 followed up by a request on November 26, 2022

alleging that the gaps allowed cold drafts to enter. She requested that the Respondent install additional weatherstripping in a request dated November 17, 2023. Petitioner acknowledges that additional weatherstripping was installed but argues that the matter has not been satisfactorily resolved to date, in part, because the floor itself is unlevel.

Respondent responded to the requests by inspecting the gaps as requested and installing weatherstripping. Mr. Espinoza did not find large gaps when he inspected the door.

H. Leaky Dining Room Window

Petitioner testified that her dining room window leaks when it rains, despite a window replacement, which helped for only a year. She stated that the sill gets wet and swells. The issue started at some point in 2004, was reported to the management in 2006, and the window still leaks from time to time. The maintenance records do not describe complaints of a persistent leak, but Petitioner explained that the leak is intermittent due to the limited rainy seasons in the area. At some point, the maintenance team added silicone around the outside frame which did not solve the problem per the Petitioner. Mr. Espinoza submitted a statement that Ms. Washington verbally complained of a leaky *kitchen* window in about September 2024 which he sealed with silicone caulk to prevent water intrusions during rains. It is not clear if this is the same window which is referenced in the Petition because it is referred to as the *dining room* window in Petitioner's documents. Nonetheless, for the purposes of this discussion, the decision will assume they are the same window.

The testimony from Petitioner stated that the sill became wet and swollen when it rained, causing water to flow onto the floor and any personal property near the window. There was testimony that Petitioner or her co-tenants had to place a towel on the sill to protect their possessions from the intruding water. Respondent was initially responsive to the problem and replaced the entire window. However, Petitioner stated that the window still leaks during winter rains, but she conceded that the rainy season in the South Bay Area varies a lot year to year.

Reduction/Elimination in Housing Services or Maintenance

Petitioner described additional reductions in housing services that affect her which will each be described separately.

- I. Broken Shelves/Cabinets in the Kitchen
- J. Lack of Secure Area for Holding Residents' Packages

- K. Change in the Online Tenant Portal
- L. Special Claim Regarding Pacific Gas & Electric Meter and Bills

I. Broken Shelves/Cabinets in the Kitchen

Petitioner and Ms. Thomas testified that their kitchen cabinet doors and shelving would come loose and need repairs. They placed maintenance requests about five years ago, and received some responses per Mr. Espinoza, but the tenants felt that the matters were not resolved. In their observation, there was an issue with the size of the screws not matching the holes. Ms. Thomas explained that, about a year ago, she went to a hardware store, purchased some screws, and eventually secured the shelves and doors herself. Photos were submitted showing two screws protruding from the outside of the pantry where there should not be any hardware. However, the screws do not affect the use of the pantry, and the bumps are actually painted over, indicating that the screws have been in place for a while. The photos of the interior of the pantry show well-used shelves on small pegs in holes that allow for adjustable shelves.

Kitchen shelves and cabinets can get worn with normal wear and tear. This is a living area that is used daily, often multiple times per day. The dispute between the Petitioner and Respondent is minor here but it was clearly aggravating for the tenants who worried that the shelves and doors would fall off or down. On the other hand, there is no evidence of a recent maintenance request for the kitchen shelves or cabinets.

J. Lack of Secure Area for Holding Residents' Packages

Petitioner described a change in the location and security of packages delivered by various delivery services. She indicated that there used to be a secure area where the management would hold packages for residents in lock boxes. Residents would pick up packages at the office and sign for them. Petitioner stated that, in about 2015 or 2016, the process changed so that the packages are now left in a room where people can access them. She testified that she had packages stolen two to three times and the management said that they cannot control what happens in that room.

Ms. Araujo described the current process in her testimony. She said that there are two concierge rooms used by USPS and other delivery services, one by the post office mailboxes and one by the pool. While the pool concierge room requires an access code to enter, the general mailbox area does not. However, each lock box requires a code which is emailed or texted to the resident. The delivery services are instructed to put the package into a locker or, if the locker is full, to deliver it to the resident's front door. They are specifically asked not to leave packages on the floor in the rooms. The office staff are generally available to help but sometimes cannot respond.

The testimony from the Petitioner and the Respondent's employees directly conflicts. Although the Respondent cannot control delivery services, they have provided a process for securely holding packages for residents. It does not appear that the policies have changed significantly but rather that the delivery services are less keen on following the policies. It is quite possible that packages were stolen. However, the Respondent is not responsible for a third-party action under these circumstances.

K. Change in the Online Tenant Portal

According to the Petitioner, the old tenant portal ("Rent Café") allowed the Petitioner to see her whole history with this rental community, including all her leases, maintenance requests, and payments. She stated that the current tenant portal ("Rental Experience") does not allow her to access prior leases, older payment/ledger records, or maintenance requests that she has submitted. Ms. Washington's residency in the community spans many years and, by her count, seven different units. She alleges that the inability to access certain historical information is a reduction in services because she needs her history for rental insurance purposes back to 2004 (date she moved to Unit # [REDACTED]) and would like to be able to track her prior leases and payments all the way to her first tenancy in 1979. She has asked for and received some of the older payment records and leases recently; yet she believes that the matter is not resolved.

Based on testimony and documentary evidence, the current tenant portal does not provide the same historical information about a rental unit or tenant as the prior tenant portal. However, the Rental Experience portal allows tenants to see a reasonable amount of their payment history going back several years, at least to the effective date of the CSFRA which is critical for the implementation of the law. It is not reasonable to expect the records to reflect the entire history from 1979 to the present. Furthermore, tenants are tasked with keeping records and cannot reasonably rely solely on the landlord's portal for information. Petitioner stated that her renter's insurer wants to verify her move-in date for this Unit. There was no clarifying testimony as to why the renter's insurance records are dependent on additional information for past years that is no longer accessible in the portal. Another aspect of the alleged reduction in service is the maintenance requests and follow-up in the portal. Petitioner stated that she could see and track maintenance requests in Rent Café while she cannot do that in Rental Experience. On cross-examination, she was asked if she can make a copy of the request for her records from her online account. She said, "no."

L. Special Claim Regarding Pacific Gas & Electric Meter and Bills

The evidence presented on a potential PG&E overbilling issue stems from a building-wide renovation which took place in about 2004. Apparently, the Petitioner moved to

her current Unit following the renovation. She alleges that there was an error in connecting her Unit's meter such that she was overbilled. She was made aware of this issue by a letter dated August 14, 2024. Although the letter is in fact dated August 14, 2024, it clearly states at the top that it is a copy of a letter sent July 26, 2017, informing Ms. Washington that there was a "crossed meter situation" and she was overbilled. The company corrected her balance for the period July 8, 2014 through July 6, 2017. The letter further references PG&E Rule 17.1 and states that the bills will be correct going forward. Based on the letter, Ms. Washington has concluded that she was overbilled from 2004 through 2014 and would like Respondent to compensate her for the overbillings, which are still not quantified because she does not have all the necessary records to determine the exact amount of overbilling. It is unclear whether Respondent can be held legally responsible for any overbillings during that period.

Regardless of the merits of the claim, this decision will not address the overbilling issue because the CSFRA is limited to relief for unlawful rent paid since the effective date of the law, December 23, 2016. The harm allegedly occurred prior to the effective date of the CSFRA. Therefore, there is no jurisdiction to award relief through this petition process.

Jurisdiction of CSFRA Hearing Officers

Petitioner has raised the issue of whether the Respondent has violated federal and state fair housing laws and the Americans with Disability Act (ADA) regarding granting her reasonable accommodations surrounding maintenance and repairs.

The CSFRA, Section 1700 states in part,

"The purpose of this Amendment is to promote neighborhood and community stability, healthy housing, and affordability for renters in the City of Mountain View by controlling excessive rent increases and arbitrary evictions to the greatest extent allowable under California law, while ensuring Landlords a fair and reasonable return on their investment and guaranteeing fair protections for renters, homeowner, and businesses."

The CSFRA focuses on three areas of jurisdiction: rent increases, just cause eviction, and maintenance of the rental unit.

Section 1702(g) defines a Hearing Officer as "An official appointed by the Committee to conduct an investigation or administrative hearing pursuant to this Article."

Once a party has filed a petition for individual rent adjustment under Section 1711, a Hearing Officer is empowered as follows: "A Hearing Officer appointed by the Committee shall conduct a hearing to act upon the Petition, and shall have the power to administer oaths and affirmations,

and to render a final decision *on the merits of the Petition*, subject to the provisions of this Article [*emphasis supplied*].” Section 1711(a).

The Petition filed by Ms. Washington must be viewed through the lens of the CSFRA language. The Hearing Officer does not have authority to determine if fair housing laws or the ADA have been violated within the CSFRA petition process. Those types of claims must be adjudicated in state or federal court.

The record shows that Ms. Washington’s Unit is a private residence, not open to the public, and that Ms. Washington does not receive any rental payment assistance through any federal or state programs. This information may be relevant to a fair housing analysis but is not critical to the CSFRA issues presented.

Section 1710(c) of the CSFRA states that a Petition can be filed for failure to address maintenance/reduction in services but “The Petition must specify the circumstances allege to constitute a decrease in Housing Services or maintenance and demonstrate that the Landlord was provided with a reasonable notice and an opportunity to correct in like manner to Petitioners filed pursuant to Subsection 1710(b)(2) herein.” Ms. Washington argued that fair housing laws *excuse* her from providing an opportunity for Respondent to correct her habitability and maintenance concerns in the usual manner. This decision will consider whether Ms. Washington has met her burden to show that she has given the Respondent a reasonable opportunity to correct her concerns within the CSFRA framework in light of the facts presented and, if so, whether the Respondent has failed to make repairs or maintain the property so as to result in an uninhabitable unit or any reduction of housing services.

V. EXHIBITS

1. See Attachment 1 to this Written Decision for a list of the exhibits for the Hearing Officer, Petitioner-Tenant, and Respondent-Landlord.

VI. ISSUES PRESENTED

1. Whether Respondent was not substantially compliant with the CSFRA in 2021, 2022, and 2023 because of one or more of the following reasons:
 - a. Failure to maintain the property and unit in substantial compliance with all State and local health and safety laws, and with any RHC orders or regulations, and there are outstanding citations or notices of violations on the property
2. Whether Respondent failed to maintain habitable premises pursuant to CSFRA Sec. 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 Sections 17920.3 and 17920.10 based on the following conditions:

- A. Infestation of Roaches and Spiders
 - B. Flooding/Water Encroachment from the Shower
 - C. Repeated Toilet Clogs
 - D. Flooded Master Bathroom
 - E. Sewage Overflows Outside near the Unit's Windows and Walkway
 - F. Damaged Baseboards
 - G. Large Gaps around the Bottom and Sides of the Front Door
 - H. Leaky Dining Room Window
3. Whether Respondent reduced or eliminated housing services or maintenance pursuant to CSFRA Sec. 1710(c) based on the following conditions:
- I. Broken shelves and cabinets in the kitchen,
 - J. A lack of secure area for holding residents' packages which allows the packages to be stolen, and
 - K. A change in the online tenant portal does not allow Petitioner to access prior leases, older payment/ledger records, or maintenance requests
4. Whether Respondent overcharged Petitioner for gas and electricity prior to July 8, 2014.

VII. FINDINGS OF FACT SUPPORTING THIS DECISION AND DISCUSSION

Burden of Proof

Quantum of Proof and Notice of Decision. CSFRA Section 1711(h) states "[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..."

Burden of Proof for Rent Decrease Petitions. CSFRA Regulations Chapter 5, Section (G)(2) states "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."

Preponderance of the Evidence. CSFRA Regulations Chapter 5, Section (G)(3) states "[n]o individual claims shall be approved by a Hearing Officer unless supported by the preponderance of the evidence in the hearing record."

Unlawful Rent Claims

Petitioner has asserted an unlawful rent claim for Rent increases imposed in 2021, 2022, and 2023 based on the assertion that the Respondent was noncompliant pursuant to CSFRA Sections 1707(f), 1710(b), and 1714(a) due to alleged failure to comply with the applicable habitability, health, and safety laws.

Conditions Under Which Rent Increase Not Permitted. CSFRA Section 1707(f) states “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 Committee; or
- (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; or
- (3) Has failed to make repairs ordered by a Hearing Officer, the Committee, or the City.

Substantial Compliance. CSFRA Regulations, Chapter 12, Section B states “Some 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.”

Substantial Compliance Requirements. CSFRA Regulations, Chapter 12, Table 1 provides, in relevant part, the following requirement:

Habitability. “5. Landlord has maintained the property in substantial compliance with all State and local health and safety laws, and with any RHC orders or regulations, and there are no outstanding citations or notices of violation for the property.”

i. Base Rent

Base Rent. CSFRA Section 1702(b) and CSFRA Regulations, Chapter 2, Section (b) define “Base Rent” as “the reference point from which the lawful Rent shall be determined and adjusted in accordance with this Article.”

Base Rent for tenancies commencing on or before October 19, 2015. CSFRA Section 1702(a) and CSFRA Regulations, Chapter 2, Section (b)(1) state “[t]he Base Rent for tenancies that commenced on or before October 19, 2015 shall be the Rent in effect on October 19, 2015.”

ii. Rent

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

market 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.”

Housing Services. CSFRA Section 1702(h) and CSFRA Regulations, Chapter 2, Section (h) define “Housing Services” as “repairs, maintenance, painting, providing light, hot and cold water, elevator service, window shades and screens, storage, kitchen, bath and laundry facilities and privileges, janitor services, Utility Charges that are paid by the Landlord, refuse removal, furnishings, telephone, parking, the right to have a specified number of occupants, and any other benefit, privilege or facility connected with the use or occupancy of any Rental Unit. Housing Services to a Rental Unit shall include a proportionate part of services provided to common facilities of the building in which the Rental Unit is contained.”

Applying the definitions in the CSFRA to the instant Petition, the Base Rent would be the rent actually paid to the Respondent, on October 19, 2015 (\$2,299.00 was the October 2015 premises rent for this tenancy in # [REDACTED]) plus applicable utilities⁶. Petitioner is currently paying \$2,929.56 in *premises* rent. She has not challenged the rent increases imposed for any technical compliance with the CSFRA’s rent increase limitations or notices. Therefore, the issue is limited to whether the increases were lawful in light of the allegations that the Respondent was not in substantial compliance with the CSFRA requirements to provide a habitable unit during the years 2021, 2022, and 2023.

Habitability Claims

Petition for Downward Adjustment—Failure to Maintain Habitable Premises. 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.”

⁶ The premises rent charged on October 19, 2015 was \$2,299.00 per month. . As mentioned earlier, RUBs utility billing is being phased out through a separate petition process.

CSFRA Section 1710(b)(2) Petition for Downward Adjustment-- Failure to Maintain Habitable Premises: "...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 of this Petition."

California Civil Code Section 1941.1 states, in relevant part:

(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 or 17920.10 of the Health and Safety Code:

(1) Effective waterproofing and weather protection of roof and exterior walls, including unbroken windows and doors.

(2) Plumbing or gas facilities that conformed to applicable law in effect at the time of installation, maintained in good working order.

...

(6) Building, grounds, and appurtenances at the time of the commencement of the lease or rental agreement, and all areas under control of the landlord, kept in every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin.

...

(8) Floors, stairways, and railings maintained in good repair.

California Health and Safety Code Section 17920.3 provides, in relevant part:

"Any building or portion thereof, regardless of zoning designation or approved uses of the building, including any dwelling unit, guestroom or suite of rooms, or the premises on which the same is located, in which there exists any of the following listed conditions to an extent that endangers the life, limb, health, property, safety, or welfare of the occupants of the building, nearby residents, or the public shall be deemed and hereby is declared to be a substandard building:

(a) Inadequate sanitation shall include, but not be limited to, the following:

(1) Lack of, or improper water closet, lavatory, or bathtub or shower in a dwelling unit.

...

(11) Dampness of habitable rooms.

(12) Infestation of insects, vermin, or rodents as determined by a health officer or, if an agreement does not exist with an agency that has a health officer, the infestation can be determined by a code enforcement officer, as defined in Section 829.5 of the Penal Code, upon successful completion of a course of study in the appropriate subject matter as determined by the local jurisdiction.

...

(14) General dilapidation or improper maintenance.

...

(c) Any nuisance.

...

(e) All plumbing, except plumbing that conformed with all applicable laws in effect at the time of installation and has been maintained in good condition, or that may not have conformed with all applicable laws in effect at the time of installation but is currently in good and safe condition and working properly, and that is free of cross connections and siphonage between fixtures.

...

(g) Faulty weather protection, which shall include, but not be limited to, the following:

...

(2) Deteriorated or ineffective waterproofing of exterior walls, roofs, foundations, or floors, including broken windows or doors.

...

(k) Any building or portion thereof that is determined to be an unsafe building due to inadequate maintenance, in accordance with the latest edition of the Uniform Building Code.

(Amended by Stats. 2024, Ch. 487, Sec. 2. (SB 1465) Effective January 1, 2025.)

California Health and Safety Code Section 17920.10 deals with “lead hazards” and is inapplicable to this Petition.

Civil Code Section 1954 provides:

“(a) A landlord may enter the dwelling unit only in the following cases:

(1) In case of emergency.

(2) To make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors or to make an inspection pursuant to subdivision (f) of Section 1950.5.

(3) When the tenant has abandoned or surrendered the premises.

(4) Pursuant to court order.

(5) For the purposes set forth in Chapter 2.5 (commencing with Section 1954.201).

(6) To comply with the provisions of Article 2.2 (commencing with Section 17973) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code.

(b) Except in cases of emergency or when the tenant has abandoned or surrendered the premises, entry may not be made during other than normal business hours unless the tenant consents to an entry during other than normal business hours at the time of entry.

(c) The landlord may not abuse the right of access or use it to harass the tenant.

(d) (1) Except as provided in subdivision (e), or as provided in paragraph (2) or (3), the landlord shall give the tenant reasonable notice in writing of his or her intent to enter and enter only during normal business hours. The notice shall include the date, approximate time, and purpose of the entry. The notice may be personally delivered to the tenant, left with someone of a suitable age and discretion at the premises, or left on, near, or under the usual entry door of the premises in a manner in which a reasonable person would discover the notice. Twenty-four hours shall be presumed to be reasonable notice in absence of evidence to the contrary. The notice may be mailed to the tenant. Mailing of the notice at least six days prior to an intended entry is presumed reasonable notice in the absence of evidence to the contrary.

(2) If the purpose of the entry is to exhibit the dwelling unit to prospective or actual purchasers, the notice may be given orally, in person or by telephone, if the landlord or his or her agent has notified the tenant in writing within 120 days of the oral notice that the property is for sale and that the landlord or agent may contact the tenant orally for the purpose described above. Twenty-four hours is presumed reasonable notice in the absence of evidence to the contrary. The notice shall include the date, approximate time, and purpose of the entry. At the time of entry, the landlord or agent shall leave written evidence of the entry inside the unit.

(3) The tenant and the landlord may agree orally to an entry to make agreed repairs or supply agreed services. The agreement shall include the date and approximate time of the entry, which shall be within one week of the agreement. In this case, the landlord is not required to provide the tenant a written notice.

(e) No notice of entry is required under this section:

- (1) To respond to an emergency.
- (2) If the tenant is present and consents to the entry at the time of entry.
- (3) After the tenant has abandoned or surrendered the unit.”

iii. Rent Reduction for Each Habitability Condition

A. Infestation of Ants, Roaches, and Spiders:

According to the Oxford Learner’s Dictionary, an infestation is “a large number of insects, rats, etc. living in a place where they are not wanted, often causing damage or disease.”⁷ Based on the evidence, Petitioner saw one to three bugs per month, but it does not appear to be an infestation. She testified that she made many complaints to the management that went unheeded. The evidence, however, does not support that narrative. She did complain a few times and management attempted to address the complaints. Her refusal to allow professional pest control treatments only makes matters worse. Her health issues are not to be minimized, and the management made several reasonable efforts to work with her. Unfortunately, the letters from Petitioner’s primary care doctor provide little support to conclude that there may be an infestation or that Petitioner cannot coordinate for a work-around to allow treatments. The doctor’s conclusion that Petitioner should be moved to a new unit is not convincing under these circumstances. It appears that the doctor gleaned her facts from the Petitioner and no other sources.

The Petitioner only provided information on non-chemical, “green” alternative treatments after the hearing on the Petition. Under the CSFRA, the tenant must allow the landlord a reasonable opportunity to ameliorate the problem, but Petitioner refused to allow Respondent to use the usual chemical treatments for roaches and spiders without offering a reasonable alternative method of addressing the problem. In a letter from Ms. Martinez to Mr. Van Slyke, a case from New York is cited regarding the use of non-chemical treatments as an alternative to chemical treatments for bed bugs. *2 Perlman Drive, LLC v. Stevens*, 54 N.Y.S.3d 613, (N.Y. Civ. Ct. 2017). There is a totally different approach to eradicating bed bugs than there is for getting rid of cockroaches. Even in the New York Case, the Court found that the non-chemical or “green” alternative to the

⁷ <https://www.oxfordlearnersdictionaries.com/us/definition/english/infestation?q=infestation>

standard pesticides was not as effective, and the results were not guaranteed. Petitioner has been clear that she wants results to be effective and long-lasting.

She has asked the Respondent to treat the neighboring units as well as her Unit and stated that she is unconvinced that the spraying will be effective to deal with the pests, yet she is willing to move to another unit which is attached to the chemically treated units or may have been sprayed as part of the treatment plan already in use. Based on the evidence presented, including the email from Banner Pest Control and the Orkin plan explained by Ms. Verduzco, the hearing officer concludes that there is no sure-fire roach treatment that does not include some chemicals. Furthermore, Petitioner's willingness and determination to move to a next door or nearby unit in the same building which has likely been treated with chemicals undermines her credibility regarding this topic.

Her fear of pesticides may be rational based on her health, but she simply cannot refuse all offers of treatment and then hold the Respondent responsible for an arguable habitability violation. She has failed to prove by preponderance of the evidence that she suffered an uninhabitable Unit due to an infestation of roaches and spiders which the Respondent failed to address after a reasonable opportunity to do so.

B. Flooding/Water Encroachment from the Shower

The Respondent's maintenance team did not find any defects for maintenance issues with Petitioner's master bathroom shower after thorough inspection and testing. Petitioner argues that the water spray during her showers in the shower chair hit the shower door differently than the Respondent's test. This may be true, but it is not credible that a great deal of water would leak from the door based on a slightly different direction when it did not leak when the entire water spray was directed at the door. The Petitioner's testimony and Mr. Barsi's observations conflict with Mr. Espinoza's testimony, pictures, and video of the leak test. The hearing officer is sensitive to the challenges of using a shower chair for bathing and also to the desire to avoid slipping when exiting the shower. However, there is insufficient evidence that the shower doors do not close or allow water to pool outside the shower. Based on the evidence presented, Petitioner has not met her burden to show that there was a severe and persistent leak amounting to a violation of the habitability standards for her Unit.

C. Repeated Toilet Clogs

A landlord has duties to make sure that plumbing issues are addressed and cured. These are older buildings where the plumbing may require more than occasional,

routine maintenance. It appears that the Respondent was responsive to Petitioner's maintenance requests, but landlords also have a duty to try to cure the problem, so it does not recur frequently. There is no allegation or evidence that the Petitioner and her co-tenants caused any of the clogging issues. Over the course of 2021-2024, the Respondent snaked the line once per the records. Based on the number and frequency of complaints, it seems that additional action to clear the lines would have been reasonable. Petitioner and her co-tenants were inconvenienced in a significant manner based on their testimony that the toilets needed to be plunged regularly in order to flush. Therefore, Petitioner has suffered a reduction in housing services on one hand. On the other hand, the problems did not render the unit uninhabitable. The testimony did not mention that both toilets were unavailable to the residents at the same time or that any clog was not addressed timely.

With regard to this issue, Petitioner has listed her reduction in housing services with a value of \$3,153.75 per month and submitted that the reduction was present for 124.1 months.⁸ The hearing officer has discretion to award a different amount than the Petitioner lists on her Worksheet 4. The Petitioner suffered with toilets that did not flush properly, and which required repeated plunging which is a reduction in housing services. However, the toilets ultimately functioned well enough for Petitioner and her co-tenants to avoid any overflow incidents inside the Unit or a lack of access to a functioning toilet in the Unit. For the Respondent's failure to avoid repeated toilet clogging issues, the hearing officer awards Petitioner a downward adjustment of 4% of her rent per month from September 1, 2021 (the date of the maintenance request first mentioning the issue) to the end of the month of the hearing (January 2025 - 41 months) or \$4,531.60, plus a continuing rent reduction of \$117.98 per month until this situation is corrected.

D. Flooded Master Bathroom

According to all parties, the Respondent responded to the flood and took steps to dry out and repair the master bathroom. There is no evidence of further maintenance requests for problems, like mold, squishy walls or floor, etc., that might follow from the flood. The vinyl baseboards in the bathroom were replaced as requested and no further damage was discovered. There is insufficient evidence to show a habitability issue for which a reduction in rent would be appropriate.

⁸ Although Petitioner has resided in the Unit for many years and seeks damages (reductions in rent) for various reductions in housing services since 2004, the jurisdiction of this CSFRA law is limited to the time frame following the effective date of the law (December 23, 2016).

E. Sewage Overflows Outside Near the Unit's Windows and Walkway

One incident of a plumbing problem with the sewer clean out in the yard is not unusual. As stated earlier, these buildings are older and may require more frequent attention to plumbing problems. There are two issues: 1) did the Respondent address the issue once it was reported on August 1, 2023? and 2) did the Respondent address the issue in a way that would reasonably prevent the problem from recurring? The only maintenance request in evidence was the one on August 1, 2023. The Respondent responded by power-washing the area as requested. In her testimony, Petitioner stated that the sewage overflow happened about five times over the twenty years she lived in the Unit. Although there is a tree near the clean out and Petitioner testified that a plumbing contractor had worked on removing roots from the pipes, Mr. Espinoza testified that he was unaware of any root intrusion into the sewer pipes during his five years on the job. If roots were the problem, they were apparently addressed since the overflow problem only occurred once in recent times. Petitioner testified that the clean out was not covered until recently. This seems unlikely from a maintenance and public health standpoint. Per the records in evidence, the overflow problem has not repeated or persisted, so there is insufficient evidence of a habitability issue. To the extent that the older sewer pipeline has caused damages to the Petitioner, those damages are included in the award for the clogged toilets in section B above.

F. Damaged Baseboards

The condition of the remaining baseboards is unclear. Although the Respondent has replaced some baseboards in the bathroom and hallway according to Mr. Espinoza, the photos presented into evidence by Petitioner seem to show missing baseboards (Petitioner's Exhibit #26e). Furthermore, Mr. Espinoza testified that he replaced all the baseboards that the Petitioner requested be replaced. Based on lack of evidence, Petitioner has failed to meet her burden to show that this is a habitability issue.

G. Large Gaps around the Bottom and Sides of the Front Door

Petitioner's assertion that a door must be reasonably weatherproof as a matter of habitability is true under California law, California Health and Safety Code Section 17920.3(g). The door is not broken. Petitioner submitted maintenance requests on June 23, 2022 and on November 26, 2022 that air was coming into her Unit under the door. She emailed another request on June 23, 2023, requesting additional weatherstripping which Respondent provided. Petitioner complained of drafts and

insects entering the Unit through the gaps. There was no concrete evidence of insects entering the Unit from the gap under the door. There was testimony that one to two spiders were seen in the Unit each month. According to the information submitted by Petitioner, cockroaches usually seek warm, dark areas where there is food and moisture, often in and around the kitchen. Many doors have slight gaps in order to function and weatherstripping is a method to block gaps while allowing the door to open and close efficiently. Weatherstripping is a reasonable option but may not be perfect. If the floor is in fact unlevel, a new door will not solve the issue. Installing a new floor is probably not a reasonable option due to costs. Respondent attempted to fix the problem timely and in a reasonable manner. If Petitioner is still dissatisfied, she can take action to avoid a draft from the inside, such as insulated blockers placed on the floor abutting the door.

Petitioner stated that the drafts exacerbate her poor health so that she uses her heater to combat the drafts at an additional cost to her. Unless the added cost is due to the landlord's failure to meet its duties, the heating costs are the tenant's responsibility. The door meets the basic habitability requirements, and the landlord has responded timely and appropriately to the maintenance request. The proof presented does not rise to a habitability issue or a failure to maintain the property.

H. Leaky Dining Room Window

In this case, Petitioner's testimony indicated that there was a window leak that soaked the sill, causing it to swell. The evidence showed that Petitioner or her co-tenants had to place a towel on the sill to protect their possessions from the intruding water. Respondent was initially responsive to the problem and replaced the entire window. However, the caulking or something about the installation did not remedy the problem. On the other hand, the damage and frequency of the leaks appear low, so the matter does not rise to a habitability issue. Rather, this amounts to a maintenance issue where the Respondent tried, but did not fully resolve the issue.

On her Worksheet 4 of the Petition, Petitioner valued the leaky window as a reduction of \$1,000.00 per month, starting in 2006 when she notified the management of the problem. The hearing officer uses her discretion to award less for a monthly reduction of 2%. The dining room window is not always leaking, and the severity depends greatly on the amount of rain in any given winter. Petitioner was frustrated but was not very inconvenienced by the leak as she testified that it had not rained often, even during some winters, and therefore, the leak was not a

frequent problem. Furthermore, the damages may only commence once the CSFRA was in effect. So, the damages awarded are from January 2017 through to the end of the month of the hearing (January 2025 - 97 months) for a total of \$5,033.50 and continuing each month thereafter at the rate of \$58.99 per month until the window is confirmed to have no leaks during ordinary weather conditions.

Housing Service Reduction/Elimination Claims

For Petitioner's claims regarding reduction of housing services, CSFRA Section 1710(c) states, "[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 allege[d] 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."

Notice to Landlord regarding Decrease in Housing Services or Maintenance. CSFRA Regulations, Chapter 4, Section (F)(2) states "[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."

I. Broken Cabinets in the Kitchen

The cabinets in the kitchen are showing wear and tear according to the testimony of Petitioner and Ms. Thomas and Petitioner's photos (Petitioner's Exhibit 26c). The Petitioner's requests for maintenance included complaints that the shelves were falling down, and the cabinet doors were loose. The testimony from Petitioner and Ms. Thomas was that, approximately one year ago, Ms. Thomas went to a hardware store to purchase larger screws and installed them so the cabinets would be more functional, and the matter was resolved. Mr. Espinoza indicated that he remembered a maintenance request about five years ago regarding the shelves falling down. The repairs were to the inside pegs that hold up adjustable shelves, not on the outside of the cabinets. He did not mention any doors falling off. There were no maintenance requests regarding the kitchen cabinets in the evidence provided, which goes back to 2021. Based on the lack of evidence, Petitioner has failed to meet her burden to show that this is a reduction in housing services

J. Lack of Secure Area for Holding Residents' Packages which allows the Packages to be Stolen

It is clear that the Respondent's policies for handling packages delivered to the main office for tenants have changed. There was a more personal concierge service in the past where the office staff would find the package in a locked area and hand it to the tenant. Now, the packages are delivered to one of two secure rooms. The rooms require either codes or keys to access and are not readily accessible to the public. However, the change is *de minimis* and does not amount to a reduction in housing services. While it is unfortunate that another resident might steal a package from one of the secure rooms, it is not a result of the Respondent's failure to provide secure options for delivery of packages.

K. Change in the Online Tenant Portal

Petitioner seeks compensation for the changes in the information available on the online tenant portal because she can no longer access as much of her rental history regarding leases, maintenance requests, and payments as she could in the prior portal. The stated reason for the alleged reduction in services is that she could not access all her prior leases and other necessary information for renter's insurance purposes. She also stated that she could not review her maintenance requests on the current portal. It is unreasonable to expect records to be accessible beyond a reasonable time period. The prior leases are irrelevant to her current insurance on this Unit. Also, she must maintain her own records of important documents. The maintenance requests and rent payments are separate issues because they involve ongoing communications and obligations between the parties. Although Ms. Washington stated that she could not review the status of a maintenance request on the portal, Ms. Verduzco testified that a tenant could view them. Payment histories are important. According to the rent ledger and testimony at the hearing, the current portal is updated regularly and has a payment history for a number of years. Based on the evidence presented, the reduction in services, if any, is *de minimis* and does not rise to a compensable reduction in housing services.

VIII. CONCLUSIONS OF LAW AND DECISION

Based on the above findings of fact, discussion, and conclusions of law, it is hereby decided that:

1. As an initial matter, the hearing officer does not have jurisdiction to adjudicate claims of housing discrimination based on disability or race or any other related claims.
2. The hearing officer has no jurisdiction to determine the issue of possible utility overpayments for gas and electricity prior to 2014 as the CSFRA was not in effect at that time.
3. The *premises* rent for Base Rent purposes for this Unit is \$2,299.00.
4. Respondent did not unlawfully increase the rent in 2021, 2022, or 2023.
5. Respondent was substantially compliant with the CSFRA in 2021, 2022, and 2023.
6. Tenant did not meet her burden of proof to show Respondent *failed to maintain habitable premises* pursuant to CSFRA Sec. 1710(b) for the following conditions:
 - A. Infestation of Roaches and Spiders
 - B. Flooding/Water Encroachment from the Shower
 - C. Repeated Toilet Clogs (however, see below paragraph 8)
 - D. Flooded Master Bathroom
 - E. Sewage Overflows Outside near the Unit's Windows and Walkway
 - F. Damaged Baseboards
 - G. Large Gaps around the Bottom and Sides of the Front Door
 - H. Leaky Dining Room Window (however, see below paragraph 8)
7. Tenant did not meet her burden of proof to show Respondent reduced or eliminated housing services or maintenance pursuant to CSFRA Sec. 1710(c) based on the following conditions:
 - I. Broken Shelves and Cabinets in the Kitchen,
 - J. A Lack of Secure Area for Holding Residents' Packages which Allows the Packages to be Stolen, and
 - K. A Change in the Online Tenant Portal
8. Tenant met her burden of proof to show Respondent *reduced or eliminated housing services or maintenance* pursuant to CSFRA Sec. 1710(c) based on the following conditions, even though those conditions did not rise to an uninhabitable condition causing Respondent to be out of compliance with the CSFRA:
 - C. Repeated toilet clogs for a rent reduction of 4% per month from September 1, 2021 to the hearing month (January 2025) for an award of \$4,531.60 and continuing each month at a rate of \$117.98 until the matter is resolved.

- H. Leaky dining room window for a rent reduction of 2% per month from January 1, 2017 through the hearing month (January 2025) for an award of \$5,033.50 and continuing each month at a rate of \$58.99 until the matter is resolved.
9. Respondent shall refund to Petitioner the total amount of (a) \$9,565.11, (b) plus any additional amounts exceeding the current lawful rent of \$2,949.56 plus lawful utilities costs for the Affected Unit that may have been paid or be paid lawfully by Petitioner for February 1, 2025, and succeeding months and (c) apply any continuing reductions of rent per month for housing services/failure to repair issues that remain ongoing as outlined in Attachment 2, Award Schedule, appended hereto.
- A. If the Petitioner's monthly rent payments are in arrears, any award due pursuant to this Decision shall be applied as a credit against those arrears before any refund is due from the Respondent to Petitioner.
10. In the event that Petitioner does not receive full payment of \$9,565.11 from Respondent as ordered in this Decision within thirty (30) days after the Decision becomes final, Petitioner shall be entitled to withhold rent payments until such time as Petitioner has withheld a total of \$9,565.11, less any sums Respondent has paid directly to Petitioner pursuant to this Decision. Petitioner may refer to Attachment 2, Award Schedule, for a Credit Schedule setting forth the amounts Petitioner may withhold. As set forth below, Respondent may not issue a rent increase to Petitioner until Petitioner has received from Respondent all amounts ordered by this Decision to be paid.
11. 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 Petitioner shall continue to pay the monthly rent of \$2,949.56 plus lawful utilities costs until the appeal decision is final.
12. In the event that either Petitioner or Respondent terminates Petitioner's 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 Petitioner immediately and if said amount is not paid, Petitioner shall be entitled to a money judgment in the amount of the unpaid payments in an action in court or any other administrative or judicial or quasi-judicial proceeding.
13. The payments and credits to Petitioner as set forth herein shall be enforceable as to any successor in interest or assignees of Respondent.

14. Subject to the paragraph below, and pursuant to CSFRA Sections 1706(a), (b) and 1707(c), (f), Respondent may not issue a Rent increase for the Affected Unit until (1) all refunds due to Petitioner are fully paid, and (2) Respondent has provided written notice to Petitioner 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.
15. In addition to abiding by the requirements of the paragraph above, Respondent may not issue a rent increase for the Affected Unit if Respondent is 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 Program (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 Respondent has complied with all of the provisions of this paragraph and paragraph 11, above, may Respondent issue a rent increase, provided that they do so in a manner consistent with the CSFRA and California law.
16. 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: May 2, 2025

/s/ E. Alexandra DeLateur

E. Alexandra DeLateur

Hearing Officer

ATTACHMENT 1
SUMMARY OF RELEVANT EVIDENCE

Hearing Officer Exhibits

1. Notice of Acceptance, dated November 5, 2024
2. Follow-up Information for Petition, dated November 14, 2024
3. CSFRA Hearing Information Sheet, served November 14, 2024
4. Hearing Officer Written Order and Summary of Prehearing Telephone Conference and Notice of Hearing, dated December 13, 2024
5. Second Prehearing Order dated December 13, 2024 regarding testimony by a minor witness
6. Order re Requests for Postponement (if applicable), dated November 15, 2024
7. Order Post-Hearing, dated January 16, 2025 regarding submission of additional evidence
8. Print out from the Community Portal regarding CSFRA registration and fees
9. MFH reports dated April 9, 2022 and September 3, 2018 on the condition of the property—nothing notable related to the subject Unit
10. Second Post-hearing Order dated February 28, 2025 reopening the evidentiary record

Petitioner Exhibits

1. Petition, filed October 3, 2024
2. Petition workbook/worksheets filed October 3, 2024
3. Attached to the Petition were documents describing the claims, copies of her Grievance Form, copies of utility bills, and Yelp! Reviews (per the Petition)
4. Petitioner's Notice of Submission and Proof of Service, dated October 3, 2024
5. Letter dated September 19, 2024 from attorney Alysyn Martinez to attorney Andrew Van Slyke
6. Letter dated December 1, 2023 from Andrew Van Slyke to attorney Alysyn Martinez
7. Letter dated August 5, 2024 from Andrew Van Slyke to Petitioner, Ms. Washington

8. Letter dated November 15, 2023 from Dr. [REDACTED] M.D. regarding Petitioner, Ms. Washington
9. Letter dated June 19, 2024 from Dr. [REDACTED] M.D. regarding Petitioner, Ms. Washington
10. Email dated October 3, 2024 from Petitioner to attorneys at CLSEPA regarding toilet unclogging on September 30, 2024
11. Email dated August 12, 2024 from Petitioner to attorney Andrew VanSlyke re: pests and including an email from Dr. [REDACTED] dated August 9, 2024
12. Emails dated August 9, 2024 from Petitioner to attorney Andrew VanSlyke and email from attorney to Petitioner dated August 7, 2024 regarding copies of the rent ledger
13. Email (additional) dated August 9, 2024 from Petitioner to attorney Andrew VanSlyke regarding copies of maintenance records
14. Group of Email threads dated May 7, 2022 to July 10, 2024 (49 pages) from Petitioner to management regarding roaches and noise from neighbors
15. City of Mountain View Grievance Form (ADA) dated November 21, 2024 alleging that the Respondent violated the ADA by 1) not approving a move to Unit 3712 and 2)not installing grab bars in the two bathrooms
16. Lease dated January 18, 2021 for the term December 11, 2021 through December 10, 2022
17. Email from Petitioner dated August 25, 2024 to Joann Pham with a Link to Yelp! Review of Central Park at Whisman Station
18. Copy of letter from Pacific, Gas & Electric (PG&E) to Petitioner dated August 14, 2024 which is a duplicate of a letter sent to her dated July 16, 2017 regarding overcharges for cross metering
19. Rent Ledger printout from YARDY Systems, Inc. for Unit [REDACTED] dated September 4, 2024
20. Rent Ledger printout from Greystar for Unit [REDACTED] dated September 4, 2024
21. Purged Rent Ledger printout from Greystar for Unit [REDACTED] dated September 4, 2024
22. Witness statement from Petitioner's minor child in lieu of live testimony at hearing
23. Email from attorney Alysyn Martinez of CLSEPA dated December 10, 2024 submitting Petitioner's witness list

24. Representation Authorization dated December 10, 2024 from Petitioner naming Alysyn Martinez, Esq. as her representative
25. Petitioner's prehearing brief filed by attorney Alysyn Martinez of CLSEPA dated December 18, 2024
26. Petitioner's post-hearing information:
 - a. regarding alternative pest treatments,
 - b. photos of the shower
 - c. photos of the kitchen cabinets
 - d. photos of front door
 - e. photos of baseboards
 - f. Letter from Dr. [REDACTED] dated August 9, 2024
27. Petitioner's post-hearing Response to Respondent's post-hearing evidence

Respondent Exhibits

1. Response Brief dated December 18, 2024
2. Representative Authorization Form dated November 18, 2024 from Greystar to attorney Andrew VanSlyke
3. Property Management and Operating Agreement between SI VI, LLC (owners) and Alliance Communities, Inc. (managers)
4. Respondent's Witness List dated December 10, 2024
5. Witness Statement by Danny Espinoza dated December 16, 2024 regarding maintenance requests for Unit [REDACTED]
6. Letter dated December 1, 2023 from Andrew Van Slyke to Petitioner, Mary Washington, regarding reasonable accommodation requests
7. Invoice from Orkin pest control for service on February 9, 2023 for multiple units, including Building [REDACTED] for ants, listing prior treatments on January 19, January 26, and February 2, 2023
8. Four photographs of the area around the Petitioner's patio and window, including the position of the sewer cleanout and a large tree root

9. Copies of letters of renewal/rent increases: dated August 17, 2015, July 29, 2019, September 24, 2020, November 10, 2021, October 14, 2022, July 1, 2024
10. Rent Ledger printout from YARDY Systems, Inc. for Unit [REDACTED] dated September 4, 2024 commencing October 15, 2014 through December 5, 2024
11. Work orders: 107 pages, records from March 2, 2021 through November 20, 2024
12. Respondent's post-hearing submissions:
 - a. A video of the leak test on the master bathroom shower,
 - b. 2 photos of the interior of the shower,
 - c. 2 photos of the exterior doors of the shower, and
 - d. an email from Banner Pest Control regarding alternatives to chemical treatment for roaches
13. Respondent's post-hearing Response to Petitioner's post-hearing evidence

Hearing Officer Decision re Unlawful Rent

Month/Year of Rent Payment	Actual Premises Rent Paid	Actual Additional Services Paid	Lawful Rent	Payments in Excess by Petitioner
5/2017	\$ 2,299.00	\$ -	\$ 2,299.00	\$ -
9/1/2017	\$ 2,377.17	\$ -	\$ 2,377.17	\$ -
9/2018	\$ 2,462.75	\$ -	\$ 2,462.75	\$ -
9/2019	\$ 2,548.95	\$ -	\$ 2,548.95	\$ -
11/2020	\$ 2,622.87	\$ -	\$ 2,622.87	\$ -
12/2021	\$ 2,675.33	\$ -	\$ 2,675.33	\$ -
12/2022	\$ 2,809.10	\$ -	\$ 2,809.10	\$ -
12/2024	\$ 2,949.56	\$ -	\$ 2,949.56	\$ -
TOTAL*				\$ -

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

Habitability/Housing Service Reduction Issue	Month/Year Issue Began	Month/Year Issue Resolved	Number of Months Issue Persisted	Number of Days Issue Persisted	Monthly Rent	Percentage Reduction	Monthly Reduction (\$)	Daily Reduction (\$)	Total Rent Reduction Awarded
Infestation of Roaches and Spiders	NA	NA	NA	NA	NA	0%	\$ -	\$ -	\$ -
Flooding/Water Encroachment	NA	NA	NA	NA	NA	0%	\$ -	\$ -	\$ -
Repeated Toilet Clogs	9/2021	11/2021	3	0	\$ 2,622.87	4%	\$ 104.91	\$ 3.50	\$ 314.74
	12/2021	11/2022	12	0	\$ 2,675.33	4%	\$ 107.01	\$ 3.57	\$ 1,284.16
	12/2022	11/2024	24	0	\$ 2,809.10	4%	\$ 112.36	\$ 3.75	\$ 2,696.74
	12/2024	1/2025	2	0	\$ 2,949.56	4%	\$ 117.98	\$ 3.93	\$ 235.96
Flooded Master Bathroom	NA	NA	NA	NA	NA	0%	\$ -	\$ -	\$ -
Sewage Overflows	NA	NA	NA	NA	NA	0%	\$ -	\$ -	\$ -
Damaged Baseboards	NA	NA	NA	NA	NA	0%	\$ -	\$ -	\$ -
Front Door Gaps	NA	NA	NA	NA	NA	0%	\$ -	\$ -	\$ -
Leaky Dining Room Window	1/2017	8/2017	8	0	\$ 2,299.00	2%	\$ 45.98	\$ 1.53	\$ 367.84
	9/2017	8/2018	12	0	\$ 2,377.17	2%	\$ 47.54	\$ 1.58	\$ 570.52
	9/2018	8/2019	12	0	\$ 2,462.75	2%	\$ 49.26	\$ 1.64	\$ 591.06
	9/2019	10/2020	14	0	\$ 2,548.95	2%	\$ 50.98	\$ 1.70	\$ 713.71
	11/2020	11/2021	13	0	\$ 2,622.87	2%	\$ 52.46	\$ 1.75	\$ 681.95
	12/2021	11/2022	12	0	\$ 2,675.33	2%	\$ 53.51	\$ 1.78	\$ 642.08
	12/2022	11/2024	24	0	\$ 2,809.10	2%	\$ 56.18	\$ 1.87	\$ 1,348.37
	12/2024	1/2025	2	0	\$ 2,949.56	2%	\$ 58.99	\$ 1.97	\$ 117.98
Broken Shelves and Cabinets	NA	NA	NA	NA	NA	0%	\$ -	\$ -	\$ -
Lack of Security	NA	NA	NA	NA	NA	0%	\$ -	\$ -	\$ -
Change in Tenant Portal	NA	NA	NA	NA	NA	0%	\$ -	\$ -	\$ -
TOTAL**									\$ 9,565.11

** The total does not include the potential amounts overpaid after January 31, 2025

TOTAL REFUND OWED TO PETITIONER* \$ 9,565.11**

Credit Schedule

Month/Year of Rent Payment	Unpaid Rent Owed to Landlord	Rent Credited to Petitioner	Total Payment to be Paid by Petitioner
6/1/2025	\$ 2,949.56	\$ 2,949.56	\$ -
7/1/2025	\$ 2,949.56	\$ 2,949.56	\$ -
8/1/2025	\$ 2,949.56	\$ 2,949.56	\$ -
9/1/2025	\$ 2,949.56	\$ 716.43	\$ 2,233.13
	\$ -	\$ -	\$ -
TOTAL***		\$ 9,565.11	

*** The total does not include the potential amounts overpaid after January 31, 2025