

**CITY OF MOUNTAIN VIEW RENTAL HOUSING COMMITTEE  
HEARING OFFICER'S WRITTEN DECISION  
PURSUANT TO REGULATION CHAPTER 5, SEC. F  
UNDER THE COMMUNITY STABILIZATION AND FAIR RENT ACT ("CSFRA")**

Rental Housing Committee Case Nos.:	C23240083 and C23240084 (Petition A and B)
Property Address:	775 Oak St.
Affected Units:	█
Petitioner Tenant Name(s):	Sergio De La Cruz Sagun, Jr.
Respondent /Owner Name(s):	Vasona Management by Jill Hammond for Windy Hill PV Seventeen MF LLC, owner
Hearing Officer:	E. Alexandra DeLateur
Date of Pre-Hearing Conference:	October 1, 2024 at 1:00 p.m. (via Zoom)
Date of Hearing:	October 22, 2024 at 1:00 p.m. (via Zoom)
Date of Mailing:	(See Attached Proof of Service)

**I. STATEMENT OF THE CASE** *[Procedural history of the case]*

1. The petition in the above case (the "Petition") was filed by Sergio De La Cruz Sagun, Jr. ("Petitioner") on or about June 21, 2024. A Notice of Acceptance along with the Follow-Up Information was served on July 22, 2024.
2. A Notice of Prehearing Meeting and Hearing Date was served on September 19, 2024 along with a Hearing Information sheet, assigning E. Alexandra DeLateur as the hearing officer and setting a Hearing on October 22, 2024 with a Prehearing Meeting on October 1, 2024.
3. On or about June 21, 2024, Vasona Management ("Respondent") filed a response form and on or about October 22, 2024, Respondent filed a Representative Authorization form designating Jill Hammond as their representative for this hearing process.
4. Petitioner and Respondent appeared at the Prehearing Meeting on October 1, 2024. A Prehearing Summary and Order was served on all parties on October 1, 2024.
5. The parties appeared at the hearing on October 22, 2024 where witnesses were sworn in and provided testimony.
6. The hearing record closed on October 22, 2024.

**II. PARTIES WHO ATTENDED THE HEARING**

The following persons attended the Hearings:

Petitioner(s): Sergio De La Cruz Sagun, Jr. and Jocelyn Sagun (“Tenant” or “Petitioner”)

Respondent(s): Jill Hammond of Vasona Management (“Landlord” or “Respondent”)

Joann Pham, Analyst I, Rent Stabilization Division, City of Mountain View

### III. WITNESSES

Mr. Sagun, Ms. Jocelyn Sagun, and Ms. Hammond were sworn in and presented testimony and evidence at the hearing.

### IV. SUMMARY OF THE ARGUMENTS

On or about August 1, 2010, Petitioner commenced his tenancy at 775 Oak St. ■■■, Mountain View, California (“Unit”). Petitioner’s arguments for relief under the CSFRA fall into two categories: Petition A asserts that Respondent collected unlawful rent because Respondent implemented rent increases during three (3) years that it was not in substantial compliance with the law, and Petition B asserts certain conditions affecting unmet maintenance and habitability of the Petitioner’s Unit ■■■ which affected livability to the point of reducing the housing services provided under the contract between the parties.

Respondent testified that the current owner acquired the property April 5, 2023<sup>1</sup> and Vasona Management was hired to manage the property May 4, 2023. They are not aware of what happened with this tenant prior to their taking over management. The current on-site manager, Christine Raquion, has been working on making repairs based on a list provided by the Petitioner. The repairs to the bathroom (sliding door and bathtub) and kitchen floor have been completed to Petitioner’s satisfaction. They are currently arranging for the carpet to be replaced to wrap up the requested repairs.

Petitioner had listed four areas of failure to maintain or repair affecting habitability of the Unit. At the Prehearing, the Petitioner withdrew all but the claim for carpet replacement since that issue had not been fully resolved at the time. He agreed that the Respondent was working on the issue, and he fully expected the new carpet to resolve the problem going forward.

#### **Burden of Proof for Tenant Petitions:**

The Petitioner bears the burden of proof regarding the Petitioner’s request for relief by a preponderance of the evidence. *CSFRA Regulations, Chapter 5, Sections G, subsections (2) and (3)*.

#### **Evidence Presented:**

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<sup>1</sup> According to the evidence and an online search, the Respondent was formed as an entity in April and closed on the purchase of the Rainbow Apartments in about May 11, 2023.

A list of exhibits is attached as Attachment 1 and incorporated herein. There being no sustained objections to the evidence presented by the parties, all evidence that was offered was admitted into the record.

**V. ISSUES PRESENTED**

- A. Did Respondent accept unlawful rents from Petitioner due to implementing rent increases during a time that Respondent was not in substantial compliance with the CSFRA?
- B. Is Respondent liable for any failure to address maintenance or habitability issues in violation of the CSFRA and, if so, what are the appropriate damages?

**VI. FINDINGS OF FACT AND CONCLUSIONS OF LAW SUPPORTING THIS DECISION**

- 1. Petitioner has resided in the Unit as their primary residence for at least twelve (12) months.
- 2. The Unit is a fully covered unit within the City of Mountain View for the purposes of the CSFRA.
- 3. Petitioner filed the Petition on or about June 21, 2024.
- 4. The parties stipulated that Petitioner entered into a Lease (“Lease”) dated July 12, 2010 which created a tenancy starting August 1, 2010 between Petitioner and [REDACTED], a prior owner.
- 5. According to the Petition and proof of payments, on October 19, 2015, the monthly rent for Petitioner’s Unit was \$1,400.00 including water, sewage and garbage services.
- 6. At the time of filing the Petition, the rent for Petitioner’s Unit was \$1,832.25 per month.
- 7. On or about May 11, 2024, Windy Hill PV Seventeen MF LLC (Respondent) purchased the property known as 775 Oak St., Mountain View, California or as Rainbow Apartments.
- 8. Effective September 1, 2017, Respondent raised Petitioner’s monthly rent from \$1,400.00 to \$1,448.00, an increase of \$48.00 or 3.4%.
- 9. Effective October 1, 2018, Respondent raised Petitioner’s monthly rent from \$1,448.00 to \$1,530.00, an increase of \$82.00 or 5.7%.
- 10. Effective October 1, 2019, Respondent raised Petitioner’s monthly rent from \$1,530.00 to \$1,583.00, an increase of \$53.00 or 3.5%.
- 11. Effective October 1, 2020, Respondent raised Petitioner’s monthly rent from \$1,583.00 to \$1,629.47, an increase of \$46.47 or 2.9%.

12. Effective October 1, 2021, Respondent raised Petitioner's monthly rent from \$1,629.47 to \$1,662.00, an increase of \$32.53 or 2.0%.
13. Effective October 1, 2022, Respondent raised Petitioner's monthly rent from \$1,662.00 to \$1,745.10, an increase of \$83.00 or 5%.
14. Effective November 1, 2023, Respondent raised Petitioner's monthly rent from \$1,745.10 to \$1,832.25, an increase of \$87.15 or 5%.
15. According to the Petition and proofs of payments, Petitioner paid the rent as charged.
16. Respondent paid the CSFRA Annual Rental Housing Fee for the property for all years prior to 2024.
17. Respondent was not in substantial compliance with *property registration requirements* to the City of Mountain View's Rent Stabilization Division in 2021, 2022, and 2023.
18. As of July 8, 2024, Respondent was not in substantial compliance with CSFRA Annual Rental Housing Fee or property registration requirements for 2024.
19. A report by the Fire and Environmental Protection Division dated June 20, 2024 revealed several conditions needing repair or replacement in the Unit, including (a) the bathtub sliding door and tub which need repair, (b) drywall repairs which need to be restored and painted to their original condition, (c) the kitchen floor that was worn and coming up due to ordinary wear and tear, and (d) the worn carpets that were trip hazards and moldy due to ordinary wear and tear.
20. As of the hearing date, the Respondent had addressed all issues but the carpet to Petitioner's satisfaction.

## **VII. LEGAL AUTHORITY**

1. CSFRA applicable provisions:

CSFRA Sections 1706 and 1707 regulate rent increases for existing tenancies. A rent increase must be noticed properly in writing. *CSFRA Sec. 1707(c)*. A landlord must include specific language with notice that is often in the form of an Attachment form available on the City's website. The maximum allowable increase for a twelve-month period is set by the Rental Housing Committee (RHC) each year and is referred to as the Annual General Adjustment or "AGA" for that year, available on September first each year.

CSFRA Section 1707(a)(3) allowed the first legal rent increase under the law to take effect September 1, 2017.

CSFRA Section 1707(f) "**Conditions Under Which Rent Increase Not Permitted.** 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..."

CSFRA section 1710 provides that both tenants and landlords may file a petition on several bases. Tenants may petition for an individual rent adjustment under subsection (b) for failure to maintain a habitable premises, under subsection (c) for a decrease in housing services or maintenance, or under subsection (d) for unlawful rent.

CSFRA Section 1714 "Remedies", subsection (a) provides that a Tenant may bring a Petition for downward adjustment of rent on the bases of unlawful rent or failure to maintain a habitable unit or failure to make repairs which amount to a reduction in housing services. "A Landlord who demands, accepts, receives, or retains any payment of Rent in excess of the lawful Rent shall be liable to the Tenant in the amount by which the payment or payments have exceeded the lawful Rent. In such a case, the Rent shall be adjusted to reflect the lawful Rent pursuant to this Article and its implementing regulations."

## 2. Definitions applied:

**Base Rent:** "The Base Rent is the reference point from which the lawful Rent shall be determined and adjusted in accordance with the Act.

(1) Tenancies Commencing on or before October 19, 2015. The Base Rent for tenancies that commenced on or before October 19, 2015 shall be the Rent in effect on October 19, 2015...." *CSFRA Section 1702(b) and CSFRA Regulations, Chapter 2(b).*

**Landlord.** "An owner, lessor, sublessor or any other person entitled to receive Rent for the use and occupancy of any Rental Unit, or an agent, representative, predecessor, or successor of any of the foregoing." *CSFRA Section 1702(j) and CSFRA Regulations, Chapter 2(j)*

**Rent:** "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." *CSFRA Regulations, Chapter 2(p).*

**Housing Services:** "Housing Services include, but are not limited to, 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.” *CSFRA Regulations, Chapter 2(h)*.

## **DISCUSSION**

### **A. Preliminary issue:**

The Respondent purchased the Rainbow Apartments on or about May 11, 2023. The Respondent is a landlord within the definition of “landlord” in the CSFRA.

The CSFRA Section 1702(j) “Definitions” includes “Landlord. An owner, lessor, sublessor or any other person entitled to receive Rent for the use and occupancy of any Rental Unit, or an agent, representative, predecessor, or successor of any of the foregoing.” The inclusion of *predecessor, or successor of any of the foregoing* in the definition of Landlord means that a new owner is liable to the tenant for a prior owner’s acts. Therefore, the Respondent is a proper party to this Petition and is obligated to the Petitioner in the same manner as the prior owner. Whether the Respondent has a claim against the prior owner is an issue that is not presented here and is not within the jurisdiction of this Hearing Officer to consider in the instant proceedings but could be explored by Respondent in the appropriate legal forum.

### **B. Did Respondent accept unlawful rents from Petitioner for lack of substantial compliance with the CSFRA?**

According to the Lease dated July 12, 2010, this tenancy commenced on August 1, 2010. The rent charged on October 19, 2015 was \$1,400.00 per month according to the proof of payments presented by Petitioner. Pursuant to the definition of Base Rent in Section 1702(b) as well as the definitions in the Regulations, Chapter 2(b), the Base Rent for this Unit is \$1,400.00 per month. This is the starting point for the analysis of unlawful rent petitions.

Neither party presented any notices of rent increases into evidence. This discussion of historical rent increases is based on the Petition and the proofs of payments.

Effective September 1, 2017, Respondent’s predecessor raised the rent to \$1,448.00 per month which is an increase of 3.4%. CSFRA Section 1707(a)(3) allowed the first legal rent increase under the law to take effect September 1, 2017. The Allowable General Adjustment (“AGA”) in effect was 3.4% for the period September 1, 2017 through August 31, 2018. Petitioner did not challenge the validity of this rent increase, and it appears proper in time and amount. Therefore, this rent increase that a landlord implemented is presumed to be valid resulting in lawful rent of \$1,448.00 per month.

More than twelve months following the first rent increase, Respondent’s predecessor raised the rent to \$1,530.00 effective October 1, 2018 which is an increase of 5.7%. The AGA for

this period was 3.6%. Although Petitioner did not challenge this increase, it exceeded the maximum increase and is, therefore, invalid. *CSFRA Sections 1706, 1707.*

Petitioner received additional rent increases each year which were based on an invalid amount of rent. These subsequent rent increases were miscalculated due to the error in calculating the 2018 rent increase, resulting in excess rent charged.

Furthermore, any rent increase implemented while the Respondent was not in substantial compliance with the CSFRA registration, fees, and maintenance requirements are void pursuant to CSFRA Section 1707(f).

In this case, Petitioner received six (6) rent increases from September 1, 2018 through November 1, 2023. Petitioner argued that the Respondent was not in substantial compliance with the CSFRA requirements for 2021, 2022, and 2023. As of July 8, 2024, the City's Community Portal shows that Respondent had paid the Annual Rental Housing Fees for all years but failed to submit the registration information for the property for 2021, 2022, and 2023 as well as for 2024. The Respondent's failure to register the property properly with the Rent Stabilization Division are a separate basis for disallowing the rent increases implemented in 2021, 2022, 2023, and 2024. *CSFRA Regulations, Chapter 11.*

The rent increases implemented on or after October 1, 2018 are all invalid; therefore, the current lawful rate remains \$1,448.00 per month. Based on the evidence, the Petitioner is entitled to a rent refund of \$14,371.89 from October 1, 2018 through the Petition date (June 21, 2024), plus any excess rent paid over \$1,448.00 per month for each subsequent month.

**C. Is Respondent liable for any failure to address maintenance or habitability issues in violation of the CSFRA and, if so, what are the appropriate damages?**

Petitioner identified four areas of concern in the Petition. However, all but one have been resolved and Petitioner withdrew his requests for relief for the bathroom sliding door, bathtub, and kitchen floor. However, the issue of the old, dirty, moldy carpet was not resolved at the time of the hearing despite the Respondent's commitment to do so.

Petitioner testified that he had been trying to get his landlord to replace the carpets for many years through multiple requests, starting in November 2012, according to the Petition Worksheet 4. The carpet was described as worn out, dirty, and moldy. The Petitioner stated that this was the same carpet that had been in the Unit when he moved into the Unit in August of 2010. He had tried to clean it with carpet cleaning machines, but they could not make much difference and actually broke after a while. He said that dirt and mold would come through the carpet from the subfloor below. Petitioner testified that he thought that the management had agreed to replace the carpet in November 2023, but that he received a message that the owner declined his request after all. He provided copies of the email conversation with two management representatives, Tacori Payne and Melissa Tavera, to support his testimony. The messages state that the owner would not replace the carpet unless the Petitioner move all the furniture out of the way to storage and also agree to an

additional \$150.00 per month in rent. This reaction to Petitioner's request is unwise and unlawful.

The City's inspection report dated June 20, 2024 stated:

"MFH-B04 Interior wall and floor surfaces shall be maintained in good condition without holes and tears. (IPMC Sec. 305.3). Locations:

Unit 8-Carpet and padding all rooms needs to be replaced due to normal, wear, have the carpet and padding removed, the underlayment inspected/sealed/repaired before new padding and carpet installed..."

Based on the City's inspection and recommendations, Petitioner's assessment and requests were reasonable. The condition amounts to a reduction in Housing Services under the CSFRA.

Unfortunately, the Respondent did not have information on the history of the requests with the prior owner; therefore, we must take Petitioner's testimony as true. Petitioner has met his burden of proof regarding a failure to maintain the condition of the Unit.

In the Petition workbook, Petitioner requests a rent adjustment of \$300.00 per month for the failure to replace the carpet in the Unit from November 2012 (the date the prior landlord was notified of the condition) through to the Petition date. The hearing officer has discretion to award the Petitioner's request or award another amount based on the evidence and law. Neither party presented evidence of whether the current owners ordered an inspection report or requested a certificate of estoppel from the Petitioner prior to the change in ownership of the building on about May 11, 2024. The Petitioner and his family suffered due to living with such a dirty, moldy, worn carpet in their home. However, the Respondent has been responsive to Petitioner's complaints about habitability and maintenance issues as evidenced by the resolution of all but the carpet claim, and that was almost resolved prior to the hearing.<sup>2</sup> Assuming that the Petitioner notified the current owner/Respondent at the time of the sale about May 11, 2024 and the new owner is entitled to a reasonable time to address the requests, the Petitioner's request is granted from June 11, 2024. Since Respondent failed to timely remedy the condition by the time the Petition was filed June 21, 2024, a rent reduction is appropriate which will continue until the matter is resolved.

The Respondent's failure to maintain a habitable Unit despite the Petitioner's reasonable requests for new carpet means that the Respondent was not in substantial compliance with the CSFRA health and safety laws and constitutes a separate basis for disallowing the rent

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<sup>2</sup> This case involved a new owner who has diligently attempted to resolve the long-standing issues between Petitioner and prior owner and there was no evidence that the new owner knew of any outstanding claims by Petitioner against the prior owner. It is important to note that the specific facts of each case affect an award of liability for a habitability or failure to maintain condition existing in a building that is sold, changing owners.



increases implemented in 2021, 2022, 2023, and 2024. *CSFRA Sections 1707(f), 1710(b), and 1714(a)*.

The Petitioner's valuation of the reduction for the worn, moldy, old carpet is reasonable because the lawful monthly rent is \$1,448.00 and the rotten carpet was an integral element of enjoyment of the Unit. The Unit includes a carpeted bedroom, living/dining room and hallway as well as a kitchen, a total of three (3) carpeted areas out of four major areas. The living/dining area and hallway see the most foot traffic, but the bedroom is also affected. Therefore, it is reasonable to award an approximately 20.72% reduction in rent as requested by the Petitioner.

Therefore, the Petitioner is awarded a temporary reduction in rent of \$300.00 per month from June 11, 2024 (30 days after Respondent acquired ownership) through the end of June 2024 for and award of \$190.00 (19 days at the per diem rate of \$10.00) , plus a \$300.00 reduction per month which will continue each month until the subfloor is properly repaired or replaced, and new carpet installed in the Unit in accordance with the City's inspection report. Once the carpet replacement is completed, the rent shall return to the full lawful monthly rent of \$1,448.00.

#### **VIII. DECISION**

##### *Unlawful Rents:*

1. Petitioner's Lawful Rent for his Unit is \$1,448.00 and Petitioner is entitled to a refund for excess rent paid from October 2018 through June 2024 in the amount of \$14,371.89 plus any monthly rent paid in excess of \$1,448.00 in subsequent months;
2. Although Petitioner's lawful current rent is \$1,448.00, this decision imposes a temporary reduction of \$300.00 per month for a reduction in housing services so that the Respondent may only collect \$1,148.00 per month for the period June 11, 2024 through June 30, 2024 (19 days); Petitioner is entitled to a rent refund in the amount of \$190.00 for June 2024 plus \$300.00 per month reduction thereafter until the carpet is properly replaced;
3. Petitioner is entitled to a total rent refund of \$14,561.89 through June 2024 plus any ongoing amounts due pursuant to this decision;

##### *Decision Guidelines*

1. Respondent shall refund to Petitioner the total amount of (a) \$14,561.89 (b) plus any additional amounts exceeding the current adjusted lawful rent of \$1,148.00.00 for the Affected Unit that may have been paid or be paid by Petitioner after June 1, 2024, and as outlined in Attachment 2, Award Schedule, appended hereto.
2. In the event that Petitioner does not receive full payment of \$14,561.89 plus any additional excess rent received after June 1, 2024, from Respondent as ordered in this Decision on or before January 31, 2025 or thirty (30) days after this decision becomes final, whichever is

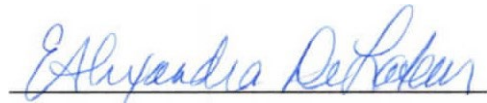
later, Petitioner shall be entitled to withhold rent payments until such time as Petitioner has withheld a total of \$14,561.89 plus other ordered amounts for excess rent received after June 1, 2024, less any sums Respondent has paid directly to Petitioner or credited to Petitioner's rent ledger pursuant 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.

3. 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 \$1,832.25 until the appeal decision is final.
4. 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.
5. The payments and credits to Petitioner as set forth herein shall be enforceable as to any successor in interest or assignees of Respondent.
6. Subject to Paragraph 7, 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.
7. In addition to abiding by the requirements of Paragraph 6, 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 Division (see CSFRA Regs. Ch. 11), refunding all unlawfully charged rents for all Tenants, and maintaining the Property in habitable condition according to state law and the CSFRA, including making all repairs ordered hereunder or required by the City Building Department or other department of the City of Mountain View as a result of Multi-Family Housing Program Inspections. Only when Respondent has complied with all of the provisions of this paragraph and paragraph 6, above, may Respondent issue a rent increase, provided that they do so in a manner consistent with the CSFRA and California law.
8. 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).

(see Attachment 2: Decision Award Spreadsheet).

IT IS SO ORDERED.

Dated: December 19, 2024



E. Alexandra DeLateur  
Hearing Officer

EXHIBIT 1

Documentary Evidence submitted for C23240083 & C23240084

775 Oak St. ■

HEARING OFFICER EXHIBITS:

1. The Petition filed by on or about June 21, 2024, 2024 along with the attachments and Workbooks
2. Notice of Acceptance by the City served on July 22, 2024
3. Notice of Prehearing Meeting and Hearing Date served on September 19, 2024
4. CSFRA Information Sheet served with the Notice of Prehearing Meeting, etc.
5. Prehearing Summary and Order served on October 1, 2024.
6. Follow Up Information for Hearing document served on the parties
7. Report dated June 20, 2024 from the City of Mountain View Multi-family Housing Program inspection regarding building code, fire, and safety violations at 775 Oak St., Mountain View, California with a report showing limited outstanding fire, health, or safety violations for Unit ■
8. Information from the City of Mountain View Rent Stabilization Community Portal regarding the status of the registration of the property at 775 Oak St., Mountain View with the Rent Stabilization Division and the Annual Rental Housing Fees indicating that the Respondent had not complied with registration of the property although it had paid the required fees for 2021, 2022 and 2023

PETITIONER EXHIBITS:

1. Petition A & B
2. Workbook A & B
3. Petitioner's copies of rent checks from January 2017 to May 2024
4. Lease dated July 12, 2010 for Unit ■
5. Multi-family Housing Inspection report dated June 20, 2024 showing outstanding violations of building code, fir, and safety codes in Unit ■
6. Multiple photographs of the carpet condition
7. Email conversations between the Petitioner and family and the management regarding requests for maintenance
8. Email conversations between Petitioner and Tacori Payne & Melissa Tavera regarding carpet replacement in November 2023 where the management refused to replace the carpet unless

the Petitioner moved his furniture out of the way and also agreed to pay an additional \$150.00 per month

RESPONDENT EXHIBITS:

1. Respondent's Response to Petition dated June 21 , 2024
2. Representative Authorization form appointing Jill Hammond for Respondent dated October 22, 2024
3. Formation of Windy Hill PV Seventeen MF LLC as a Delaware corporation (April 2023)
4. Management Agreement between Windy Hill PV Seventeen MF LLC and Vasona Management regarding the Rainbow Apartments dated May 12, 2023
5. City of Mountain View Business License for the Rainbow Apartments expiring December 31, 2023
6. Invoice from the City of Mountain View Rent Stabilization Division dated December 19, 2023 for the FY2023-2024 (July 1, 2023-June 30, 2024) regarding the Rainbow Apartments
7. Windy Hill PV Seventeen MF LLC proof of EIN
8. Windy Hill PV Seventeen MF LLC W-9

Hearing Officer Decision re Base Rent

Month/Year of Rent Payment	Actual Premises Rent Paid	Actual Additional Services Paid
9/2017	\$ 1,448.00	\$ -
<b>BASE RENT</b>	<b>\$ 1,448.00</b>	

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
Oct-18	\$ 1,530.00	\$ -	\$ 1,448.00	\$ 82.00
Nov-18	\$ 1,530.00	\$ -	\$ 1,448.00	\$ 82.00
Dec-18	\$ 1,530.00	\$ -	\$ 1,448.00	\$ 82.00
Jan-19	\$ 1,530.00	\$ -	\$ 1,448.00	\$ 82.00
Feb-19	\$ 1,530.00	\$ -	\$ 1,448.00	\$ 82.00
Mar-19	\$ 1,530.00	\$ -	\$ 1,448.00	\$ 82.00
Apr-19	\$ 1,530.00	\$ -	\$ 1,448.00	\$ 82.00
May-19	\$ 1,530.00	\$ -	\$ 1,448.00	\$ 82.00
Jun-19	\$ 1,530.00	\$ -	\$ 1,448.00	\$ 82.00
Jul-19	\$ 1,530.00	\$ -	\$ 1,448.00	\$ 82.00
Aug-19	\$ 1,530.00	\$ -	\$ 1,448.00	\$ 82.00
Sep-19	\$ 1,530.00	\$ -	\$ 1,448.00	\$ 82.00
Oct-19	\$ 1,583.00	\$ -	\$ 1,448.00	\$ 135.00
Nov-19	\$ 1,583.00	\$ -	\$ 1,448.00	\$ 135.00
Dec-19	\$ 1,583.00	\$ -	\$ 1,448.00	\$ 135.00
Jan-20	\$ 1,583.00	\$ -	\$ 1,448.00	\$ 135.00
Feb-20	\$ 1,583.00	\$ -	\$ 1,448.00	\$ 135.00
Mar-20	\$ 1,583.00	\$ -	\$ 1,448.00	\$ 135.00
Apr-20	\$ 1,583.00	\$ -	\$ 1,448.00	\$ 135.00
May-20	\$ 1,583.00	\$ -	\$ 1,448.00	\$ 135.00
Jun-20	\$ 1,583.00	\$ -	\$ 1,448.00	\$ 135.00
Jul-20	\$ 1,583.00	\$ -	\$ 1,448.00	\$ 135.00
Aug-20	\$ 1,583.00	\$ -	\$ 1,448.00	\$ 135.00
Sep-20	\$ 1,583.00	\$ -	\$ 1,448.00	\$ 135.00
Oct-20	\$ 1,629.47	\$ -	\$ 1,448.00	\$ 181.47
Nov-20	\$ 1,629.47	\$ -	\$ 1,448.00	\$ 181.47
Dec-20	\$ 1,629.47	\$ -	\$ 1,448.00	\$ 181.47
Jan-21	\$ 1,629.47	\$ -	\$ 1,448.00	\$ 181.47
Feb-21	\$ 1,629.47	\$ -	\$ 1,448.00	\$ 181.47
Mar-21	\$ 1,629.47	\$ -	\$ 1,448.00	\$ 181.47
Apr-21	\$ 1,629.47	\$ -	\$ 1,448.00	\$ 181.47
May-21	\$ 1,629.47	\$ -	\$ 1,448.00	\$ 181.47
Jun-21	\$ 1,629.47	\$ -	\$ 1,448.00	\$ 181.47
Jul-21	\$ 1,629.47	\$ -	\$ 1,448.00	\$ 181.47
Aug-21	\$ 1,629.47	\$ -	\$ 1,448.00	\$ 181.47
Sep-21	\$ 1,629.47	\$ -	\$ 1,448.00	\$ 181.47
Oct-21	\$ 1,662.00	\$ -	\$ 1,448.00	\$ 214.00
Nov-21	\$ 1,662.00	\$ -	\$ 1,448.00	\$ 214.00
Dec-21	\$ 1,662.00	\$ -	\$ 1,448.00	\$ 214.00
Jan-22	\$ 1,662.00	\$ -	\$ 1,448.00	\$ 214.00
Feb-22	\$ 1,662.00	\$ -	\$ 1,448.00	\$ 214.00
Mar-22	\$ 1,662.00	\$ -	\$ 1,448.00	\$ 214.00
Apr-22	\$ 1,662.00	\$ -	\$ 1,448.00	\$ 214.00
May-22	\$ 1,662.00	\$ -	\$ 1,448.00	\$ 214.00
Jun-22	\$ 1,662.00	\$ -	\$ 1,448.00	\$ 214.00
Jul-22	\$ 1,662.00	\$ -	\$ 1,448.00	\$ 214.00
Aug-22	\$ 1,662.00	\$ -	\$ 1,448.00	\$ 214.00
Sep-22	\$ 1,662.00	\$ -	\$ 1,448.00	\$ 214.00
Oct-22	\$ 1,745.00	\$ -	\$ 1,448.00	\$ 297.00
Nov-22	\$ 1,745.00	\$ -	\$ 1,448.00	\$ 297.00
Dec-22	\$ 1,745.00	\$ -	\$ 1,448.00	\$ 297.00
Jan-23	\$ 1,745.00	\$ -	\$ 1,448.00	\$ 297.00
Feb-23	\$ 1,745.00	\$ -	\$ 1,448.00	\$ 297.00
Mar-23	\$ 1,745.00	\$ -	\$ 1,448.00	\$ 297.00
Apr-23	\$ 1,745.00	\$ -	\$ 1,448.00	\$ 297.00
May-23	\$ 1,745.00	\$ -	\$ 1,448.00	\$ 297.00
Jun-23	\$ 1,745.00	\$ -	\$ 1,448.00	\$ 297.00
Jul-23	\$ 1,745.00	\$ -	\$ 1,448.00	\$ 297.00
Aug-23	\$ 1,745.00	\$ -	\$ 1,448.00	\$ 297.00
Sep-23	\$ 1,745.00	\$ -	\$ 1,448.00	\$ 297.00
Oct-23	\$ 1,832.25	\$ -	\$ 1,448.00	\$ 384.25
Nov-23	\$ 1,832.25	\$ -	\$ 1,448.00	\$ 384.25
Dec-23	\$ 1,832.25	\$ -	\$ 1,448.00	\$ 384.25
Jan-24	\$ 1,832.25	\$ -	\$ 1,448.00	\$ 384.25
Feb-24	\$ 1,832.25	\$ -	\$ 1,448.00	\$ 384.25
Mar-24	\$ 1,832.25	\$ -	\$ 1,448.00	\$ 384.25
Apr-24	\$ 1,832.25	\$ -	\$ 1,448.00	\$ 384.25
May-24	\$ 1,832.25	\$ -	\$ 1,448.00	\$ 384.25
Jun-24	\$ 1,832.25	\$ -	\$ 1,448.00	\$ 384.25
Jul-24	TBD	TBD	\$ -	TBD
Aug-24	TBD	TBD	\$ -	TBD
Sep-24	TBD	TBD	\$ -	TBD
Oct-24	TBD	TBD	\$ -	TBD
Nov-24	TBD	TBD	\$ -	TBD
Dec-24	TBD	TBD	\$ -	TBD
<b>Subtotals</b>	\$ 114,283.89	\$ -	\$ 99,912.00	\$ 14,371.89
<b>TOTAL*</b>				<b>\$ 14,371.89</b>

\* The total does not include the potential amounts overpaid after June 2024.

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
Carpet	6/11/2024	6/30/2024	0	19	\$ 1,448.00	20.7%	\$ 300.00	\$ 10.00	\$ 190.00
Carpet (ongoing)	7/1/2024	TBD	TBD	TBD	\$ 1,448.00	20.7%	\$ 300.00	\$ 10.00	TBD
<b>TOTAL*</b>									<b>\$ 190.00</b>

**TOTAL REFUND OWED TO PETITIONER\* \$ 14,561.89**

Credit Schedule

Month/Year of Rent Payment	Unpaid Rent Owed to Landlord	Rent Credited to Petitioner	Total Payment to be Paid by Petitioner
2/2025	\$ 1,448.00	\$ 1,448.00	\$ -
3/2025	\$ 1,448.00	\$ 1,448.00	\$ -
4/2025	\$ 1,448.00	\$ 1,448.00	\$ -
5/2025	\$ 1,448.00	\$ 1,448.00	\$ -
6/2025	\$ 1,448.00	\$ 1,448.00	\$ -
7/2025	\$ 1,448.00	\$ 1,448.00	\$ -
8/2025	\$ 1,448.00	\$ 1,448.00	\$ -
9/2025	\$ 1,448.00	\$ 1,448.00	\$ -
10/2025	\$ 1,448.00	\$ 1,448.00	\$ -
11/2025	\$ 1,448.00	\$ 1,448.00	\$ -
12/2025	\$ 1,448.00	\$ 81.89	\$ 1,366.11
<b>TOTAL*</b>		<b>\$ 14,561.89</b>	